

LICENSE AGREEMENT

for

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

Dated: 1

Between

BELLSOUTH TELECOMMUNICATIONS, INC.
(Licensor)

And

(Licensee)

Licensee desires to conduct business in the following area(s):

☐ AL ☐ KY ☐ LA ☐ MS ☐ TN ☐ FL ☐ GA ☐ NC ☐ SC

or

☐ BellSouth Region

BELLSOUTH Agreement Number - _____

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RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Agreement, together with the terms and conditions of general applicability contained throughout this Agreement, sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's Poles, Ducts, Conduits and Rights of Way, pursuant to the Act. To the extent applicable, this Agreement also sets forth the terms and conditions applicable to request to attach to Joint Use Poles and the relevant defined terms shall be construed to include such Joint Use Poles.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in this Section 1.

- 1.1 Anchor. The term Anchor refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by BellSouth, as distinguished from Anchors which are owned and controlled by other persons or entities.
- 1.2 Anchor/Guy Strand. The term Anchor/Guy Strand refers to supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-pole guys.
- 1.3 Application. The process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for BellSouth owned or controlled Facilities. Each Application is limited in size to a maximum of (1) 100 consecutive Poles or (2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.
- 1.4 Communications Act of 1934. The terms Communications Act of 1934 and Communications Act refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.23 following.
- 1.5 Assigned. The term Assigned, when used with respect to Conduit or Duct space or Poles, refers to any space in such Conduit or Duct or on such Pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being Assigned.

- 1.6 Available. The term Available, when used with respect to Conduit or Duct space or Poles, refers to any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.
- 1.7 Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.
- 1.8 Conduit Occupancy. The terms Conduit Occupancy and Occupancy refer to the presence of wire, cable, optical conductors, or other Facilities within any portion of BellSouth's Conduit System.
- 1.9 Conduit System. The term Conduit System refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Agreement, the term refers to Conduit Systems owned or controlled by BellSouth.
- 1.10 Cost. The term Cost as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, it shall be calculated on an individual case basis, based on the estimated amount of work to be performed.
- 1.11 Duct. The term Duct refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Agreement, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.
- 1.12 Facilities. The terms Facility and Facilities refer to any property or equipment utilized in the provision of telecommunication services.
- 1.13 The acronym FCC refers to the Federal Communications Commission.
- 1.14 Handholes. The term Handhole refers to an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.
- 1.15 Inner-Duct. The term Inner-Duct refers to a pathway created by subdividing a Duct into smaller channels.
- 1.16 Joint User. The term Joint User refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of Facilities owned by each party to the Poles, Ducts, Conduits and Rights of Way owned by the other party.
- 1.17 Joint Use Pole. A pole not owned by BellSouth, but upon which BellSouth maintains its Facilities.
- 1.18 Lashing. The term Lashing refers to the attachment of a Licensee's Sheath or Inner-Duct to a supporting strand.
- 1.19 License. The term License refers to any License issued pursuant to this Agreement and may, if the context requires, refer to Conduit Occupancy or Pole attachment Licenses issued by BellSouth prior to the date of this Agreement.

- 1.20 Licensee. The term Licensee refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its Facilities in BellSouth's Conduit System or attach its Facilities to BellSouth's Poles or Anchors.
- 1.21 Make-Ready Work. The term Make-Ready Work refers to all work performed or to be performed to prepare BellSouth's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of Licensee's Facilities. Make--Ready work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate Licensee's Facilities and not to meet BellSouth's business needs or convenience. Make--Ready work may require "dig-ups" of existing Facilities and may include the repair, enlargement or modification of BellSouth's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of Licensee's Facilities.
- 1.22 Manhole. The term Manhole refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.
- 1.23 Occupancy. The term Occupancy shall refer to the physical presence of telecommunication Facilities in a Duct, on a Pole, or within a Right of Way.
- 1.24 Person Acting on Licensee's Behalf. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.

- 1.25 Person Acting on BellSouth's Behalf. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.
- 1.26 Pole. The term Pole refers to both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by BellSouth, and does not include utility Poles or Anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.
- 1.27 Pole Attachment Act. The terms Pole Attachment Act and Pole Attachment Act of 1978 refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 1.28 Pre-License Survey. The term Pre-License Survey refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate Licensee's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Licensee's Facilities.
- 1.29 Right of Way (ROW). The term Right of Way/Rights of Way refer(s) to the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.30 Sheath. The term Sheath refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.31 Spare Capacity. The term Spare Capacity refers to any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for attachment/occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by BellSouth, Licensee, or a Third Party for maintenance, repair, or emergency restoration.
- 1.32 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State, for which this Agreement applies.

- 1.33 Third Party. The terms Third Party and Third Parties refer to persons and entities other than Licensee and BellSouth. Use of the term Third Party does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2. SCOPE OF AGREEMENT

- 2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and Rights of Way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such Facilities to Licensee because of the potential or forecasted needs of itself or other parties.
- 2.2 Attachments and Occupancies Authorized by this Agreement. BellSouth shall issue one or more Licenses to Licensee authorizing Licensee to attach Facilities to BellSouth's owned or controlled Poles and to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.
- 2.2.1 Unless otherwise provided herein, authority to attach Facilities to BellSouth's owned or controlled Poles, to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall be granted only in individual Licenses granted under this Agreement and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Agreement.
- 2.2.2 Licensee agrees that its attachment of Facilities to BellSouth's owned or controlled Poles, occupancy of BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such Licenses.
- 2.2.3 Licensee may not sublease or otherwise authorize any Third Party to use any part of the BellSouth Facilities licensed to Licensee under this Agreement, except that Licensee may lease its own Facilities to Third Parties, or allow affiliates to overlash cables to Licensee cables. Notwithstanding the above, upon notice to BellSouth, Licensee may permit Third Parties who have an agreement with BellSouth to overlash to existing Licensee attachments in accordance with the terms and conditions of such Third Party's agreement with BellSouth, and Licensee may lease dark fiber to a Third Party.

- 2.3 Licenses. Subject to the terms and conditions set forth in this Agreement, BellSouth shall issue to Licensee one or more Licenses authorizing Licensee to place or attach Facilities in or to specified Poles, Conduits, Ducts or Rights of Way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a License Application if BellSouth determines that the Pole, Conduit or Duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is Licensed by BellSouth to another Licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the Conduit System.
- 2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated Rights of Way to any sites where BellSouth's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of BellSouth's owned or controlled Conduit Systems are located.
- 2.4.1 BellSouth shall provide Licensee with access to and use of such Rights of Way to the same extent and for the same purposes that BellSouth may access or use such Rights of Way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any agreement with a Third Party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.
- 2.4.2 Where BellSouth notifies Licensee that BellSouth's agreement with a Third Party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Licensee.
- 2.4.3 In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with 2.4.2, or, in the case where Licensee elects not to invoke its rights under 2.4.1 or 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such Rights of Way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any Third Party assignment of ROW's to Licensee.

- 2.4.4 Where BellSouth has any ownership or Rights of Way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a License or other attachment.
- 2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and Facilities; and
- 2.4.4.2 Ingress and egress to such space.
- 2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any License granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights of Way, and nothing contained in this Agreement or in any License granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private Rights of Way.
- 2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which Licensee has attached or placed Facilities pursuant to Licenses issued under this Agreement provided however that BellSouth shall give Licensee reasonable advance written notice of such intent to convey.
- 2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
 - 2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own Facilities within BellSouth's Conduits, Ducts or rights-of way or any of BellSouth's Facilities attached to BellSouth's Poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
 - 2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in BellSouth's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's Pole attachment, Conduit Occupancy or ROW use, rights provided by Licenses issued pursuant to this Agreement.

- 2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within BellSouth's Conduits, Ducts or Rights of Way or its Facilities attached to BellSouth's Poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights of Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under Licenses issued pursuant to this Agreement.
- 2.8 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any of the other party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 2.8.1 Licensee acknowledges that the Facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's Poles, Conduits, Ducts and Rights of Way.
- 2.8.2 BellSouth shall not attach, or give permission to any third parties to attach Facilities to, existing Licensee Facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee Facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.

- 2.8.3 With respect to Facilities occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will give to Licensee 60 days' written notice for Conduit extensions or reinforcements, 60 days' written notice for Pole line extensions, 60 days' written notice for Pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such Facilities or of BellSouth's intention not to maintain or use any existing Facility. Where BellSouth elects to abandon or remove BellSouth Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing licenses pertaining to such Facilities. If no party elects to maintain such Facilities, all parties will be required to remove their existing Facilities within ninety (90) days of written notice from BellSouth. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of Licensee.
- 2.8.4 Upon request and at Licensee's expense, BellSouth shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow Licensee the right to remove such cables. Based on sound engineering judgement, there may be situations where it would neither be feasible nor practical to remove retired cables.
- 2.9 Assignment of Space. Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

- 3.1 Published Standards Incorporated in this Section by Reference. Licensee agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

- 3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";
- 3.1.2 The National Electrical Code (NEC); and
- 3.1.3 The National Electrical Safety Code (NESC).
- 3.2 Changes in Published Standards. Licensee agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so or upon the mutual agreement of the parties.
- 3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Licensee's Facilities placed in BellSouth's Conduit System shall meet all of the following electrical design specifications:
 - 3.3.1 No Facility shall be placed in BellSouth's Conduit System in violation of FCC regulations.
 - 3.3.2 Licensee's Facilities placed in BellSouth's Conduit System shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.
 - 3.3.3 Licensee's Facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.
 - 3.3.4 No coaxial cable of Licensee shall occupy a Conduit System containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.
 - 3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
 - 3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new Facilities shall be compatible with the other party's Facilities so as not to damage any Facilities of the other party by corrosion or other chemical reaction.

- 3.4 Additional Physical Design Specifications. Licensee's Facilities placed in BellSouth's Conduit System must meet all of the following physical design specifications:
- 3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's Conduit or Ducts.
- 3.4.2 The integrity of BellSouth's Conduit System and overall safety of BellSouth's personnel and other personnel working in BellSouth's Conduit System requires that "dielectric cable" be required when Licensee's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.
- 3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.
- 3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's Conduit to BellSouth's Conduit System:
- 3.5.1 Licensee will be permitted to connect its Conduit or Duct only at the point of a BellSouth Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Licensee Facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth Manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.
- 3.5.2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's Facilities into BellSouth's Manholes and the placement of Licensee's Facilities in BellSouth's Manholes.
- 3.5.3 If Licensee constructs or utilizes a Duct connected to BellSouth's Manhole, the Duct and all connections between that Duct and BellSouth's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's Conduit System. If Licensee's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's Conduit System.

- 3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's Conduit Systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's Facilities) within BellSouth's Conduit System. Licensee represents and warrants that neither Licensee nor any Person Acting on Licensee's Behalf shall permit any person to climb or work on or in any of BellSouth's Poles or to enter BellSouth's Manholes or work within BellSouth's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.
- 3.6.1 Licensee's Facilities within BellSouth's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in 5.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's Facilities.
- 3.6.2 Rodding or clearing of Ducts in BellSouth's Conduit System shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.
- 3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's Conduit System shall not climb on, step on, or otherwise disturb the other party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of BellSouth's Conduit System.
- 3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.
- 3.6.5 All of Licensee's Facilities shall be firmly secured and supported in accordance with BellCore and industry standards.
- 3.6.6 Identification of Facilities in Conduit/Manholes. Licensee's Facilities shall be plainly identified with Licensee's name in each Manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own Facilities.

- 3.6.6.1 Identification of Pole Attachments. Licensee's Facilities attached to BellSouth Poles shall be plainly identified with Licensee's name firmly affixed at each Pole by a permanent tag that meet industry standards.
- 3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's Facilities within BellSouth's Conduit System shall be of a type approved by BellSouth or BellCore.
- 3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights of Way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. BellSouth shall have no responsibility for the safety of personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's Poles or Conduit System if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.
- 3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open Manhole unless it is at least four feet above the surface level of the Manhole opening.
- 3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's Manholes, in any other portion of BellSouth's Conduit System, or within 10 feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

- 3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.
- 3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's Conduit System (including any Manhole) during work operations performed within or in the vicinity of BellSouth's Conduit System.
- 3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's Manholes, in any other portions of BellSouth's Conduit System, or within 10 feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.
- 3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's Manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's Conduit System.
 - 3.7.1 BellSouth's Manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
 - 3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's Manholes.
 - 3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.
 - 3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's Conduit System in a safe and workmanlike manner.
 - 3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's Conduit System if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.
- 3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:
 - 3.8.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

- 3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder;
- 3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and
- 3.8.4 Licensee (and any Person Acting on Licensee's Behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's Poles or Conduit System to BellSouth.
- 3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a Conduit for which Licensee has applied for or holds a License, BellSouth will promptly notify Licensee of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Licensee will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit Facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

- 3.9.1 Licensee's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

- 3.9.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.
- 3.9.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.
- 3.9.4 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.
- 3.10 Compliance with Other Governmental Requirements. Licensee agrees that its Facilities attached to BellSouth's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.
- 3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.

3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Licensee to inspect or monitor the condition of Licensee's Facilities (including but not limited to splices and other Facilities connections) located within BellSouth's Conduit and Ducts or any attachment of Licensee's Facilities to BellSouth's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. BellSouth may, however, conduct such inspections and audits of its Poles and Conduit System as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Agreement; and (2) inspection of Licensee Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent Facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

3.13 Efficient use of Conduit. BellSouth will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by BellSouth.

4. ADDITIONAL LEGAL REQUIREMENTS

4.1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

- 4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.
- 4.2.1 Licensee shall not attach or place its Facilities to or in BellSouth's Poles, Conduit or Duct located on any property for which it or BellSouth has not first obtained all required authorizations.
- 4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's Pre-License Survey work.
- 4.3 Lawful Purposes. All Facilities placed by Licensee in BellSouth's Conduit and Ducts or on BellSouth's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Licensee's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any Facilities occupying or attached to BellSouth's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

5. FACILITIES AND LICENSES

- 5.1 Licenses Required. Before placing any Facilities in BellSouth's Conduits or Ducts or attaching any Facilities to BellSouth's Poles, Anchors or Anchor/Guy Strands, Licensee must first apply for and receive a written License from BellSouth.
- 5.2 Provision of Records and Information to Licensee. In order to obtain information regarding Facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, BellSouth shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth Poles, Conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to inspect and copy engineering records or drawings which pertain to those Facilities within the geographic area identified in Licensee's request. Such inspection and copying shall be done at a time and place listed in Appendix II of this agreement.. The costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. The components which make up the total costs are actual:

- 1) BellSouth employee costs based on the time spent researching, reviewing and copying records
 - 2) Copying costs
 - 3) Shipping costs
- 5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and Right of Way. In providing such records and information, BellSouth assumes no liability to Licensee or any Third Party for errors/omissions contained therein.
- 5.4 Determination of Availability. BellSouth shall provide Pole, Conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the Facilities for which such information is desired. If such request includes Jpoint Use Pole(s) BellSouth shall respond with respect to such Joint Use Pole(s) as to what Make-Ready Work is required for BellSouth's Facilities, only. Notwithstanding any other provision, BellSouth shall not determine space availability upon any Joint Use Pole(s). Licensee may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.
- 5.5 Assignment of Conduit, Duct and Pole Space. BellSouth shall not unreasonably deny or delay issuance of any License and, in any event, BellSouth shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.
- 5.5.1 No Make-Ready Work Required. If BellSouth determines that no Make-Ready Work is required, BellSouth shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) business days after the determination has been made that no Make-Ready Work is required, but in no event later than 45 days after BellSouth receives Licensee's Application, which period shall exclude any time BellSouth is awaiting a response from Licensee.
- 5.5.2 Make-Ready Work Required. If Make-Ready Work is to be performed by BellSouth, such available space shall remain in effect until make-ready costs are presented to Licensee and approval by Licensee pursuant to the time frames herein stated in 6.2. If Licensee approves BellSouth's make-ready costs, Licensee shall have twelve (12) months from the date of Application approval to install its Facilities.

If Licensee rejects BellSouth's costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if Licensee elects from the time of Application to perform the Make-Ready Work itself or through a contractor, Licensee shall install its Facilities within twelve (12) months from the date that Licensee informs BellSouth that Licensee will perform Make-Ready Work. In the event Licensee does not install its Facilities within the time frames set out in this Section 5.5, the assignment shall be void and such space shall become available.

6. MAKE-READY WORK

- 6.1 Work Performed by BellSouth. If performed by BellSouth, Make-Ready Work to accommodate Licensee's Facilities on Poles, Joint Use Pole(s) or in Conduit System shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.
 - 6.1.1 If Licensee desires Make-Ready Work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.
- 6.2 All charges for Make-Ready Work, including work on Joint Use Pole(s), performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth will begin Make-Ready Work required to accommodate Licensee after receipt of Licensee's make-ready payment.
- 6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of Make-Ready Work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish Make-Ready Work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with section 3.6.7, all Manhole pumping and purging shall be performed by a vendor approved by BellSouth.
- 6.4 Completion of Make-Ready Work. BellSouth will issue a License to Licensee at the time all Make-Ready Work necessary to Licensee's attachment or occupancy has been completed.

7. APPLICATION FORM AND FEES

- 7.1 Application Process. To apply for a License under this Attachment, Licensee shall submit the appropriate BellSouth administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating Licensee desired route or engineered drawings are to be included). Licensee has the option of (1) requesting copies of BellSouth records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a make-ready estimate. Any Joint Use Pole(s) included in such a request shall be included in the records/field survey and make-ready estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey has determined that Make-Ready Work is not required. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule as set forth below in Section 10.

BellSouth will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with BellSouth, Licensee may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

- 7.1.1 Each Application for a License under this Section shall specify the proposed route of Licensee's Facilities and identify the Conduits and Ducts or Poles, Joint Use Pole(s) and Pole Facilities along the proposed route in which Licensee desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which Licensee desires to attach to each Pole or Joint Use Pole.
- 7.1.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Agreement, and an indication of whether Licensee will, at its option, perform its own Make-Ready Work.

Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single License Application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable Sheath. Licensee's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by Licensee's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if Licensee desires to lash additional cable to existing Facilities of a Third Party, Licensee shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing Facilities. If BellSouth determines that the requested Lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, Licensee must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to BellSouth Poles.

7.3

Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing Licenses and Applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

		Notices	Billing Address
<i>To Licensee as follows:</i>			
Contact			
Title			
Company			
Address			
Address			
City, State, and Zip Code			
Telephone			
Facsimile			
<i>with a copy to:</i>			
<i>and to Licensor as follows:</i>			
Contact		Arthur B. Williams	
Title		Manager	
Company		BellSouth Telecommunications, Inc.	
Address		North W3D2	
Address		3535 Colonnade Parkway	
City, State, and Zip Code		Birmingham, AL 35243	
Telephone		(205) 977-5068	
Facsimile		(205) 977-7997	

8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

8.1 Licensee's Priorities. When Licensee has multiple Applications on file with BellSouth, Licensee shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

8.2 Prelicense Survey. After Licensee has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Licensee's Facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of BellSouth's Conduit System or Facilities attached to BellSouth's Pole or placed within or connected to BellSouth's Conduit System. If Pre-License Survey is to be conducted by BellSouth, BellSouth will provide Licensee a Cost, based on its review of Licensee's Application request, to perform the Pre-License Survey. BellSouth will submit to Licensee costs to complete the Pre-License Survey; after receipt of Licensee's payment of Pre-License Survey costs, BellSouth will schedule the survey. If Licensee gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at Licensee's expense.

8.2.1 The purpose of the Pre-License Survey is to determine whether Licensee's proposed attachments to BellSouth's Poles or occupancy of BellSouth's Conduit and Ducts will substantially interfere with use of BellSouth's Facilities by BellSouth and others with Facilities occupying, connected or attached to BellSouth's Pole or Conduit System and to determine what Make-Ready Work is required to accommodate Licensee's Facilities on BellSouth's Poles, Joint Use Pole(s), or Conduit, Duct, or Right-of-Way and the cost associated with BellSouth performing such Make-Ready Work and to provide information to Licensee for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or Right-of-Way is suitable for its use.

8.2.2 Based on information provided by BellSouth, Licensee shall determine whether BellSouth's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet Licensee's needs.

8.2.3 BellSouth may not unreasonably refuse to continue to process an Application based on BellSouth's determination that Licensee's proposed use of BellSouth's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

- 8.3 Administrative Processing. The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other Licensed Facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

- 9.1 Obligation to Issue Licenses. BellSouth shall issue a License to Licensee pursuant to this Article 5.1. BellSouth and Licensee acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each License issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such License and further subject to Licensee's right to terminate such License at any time for any reason upon at least thirty (30) days' prior written notice.
- 9.1.1 Issuance of Licenses When No Make-Ready Work is Required Moved to 5.5.1.
- 9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their Facilities in BellSouth's Conduit and Ducts or make attachments to Poles at or about the same time, that the Make-Ready Work required to prepare BellSouth's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or right-of-way.
- 9.2.1 All Applications will be processed on a first-come, first-served basis.
- 9.3 Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for Make-Ready Work shall also constitute Licensee's agreement to pay additional cost-based charges, if any, for completed Make-Ready Work.

- 9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other Facilities located in or connected to BellSouth's Conduit System or attached to BellSouth's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of Licensee's Facilities in or to BellSouth's structures.
- 9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform Make-Ready Work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any. All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. After receipt of payment, BellSouth will schedule the work for completion.
- 9.6 License. When Licensee's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified Facilities on BellSouth's Poles or in BellSouth's Conduit or Ducts.
- 9.6.1 Each License issued under this Section shall authorize Licensee to attach to BellSouth's Poles or place or maintain in BellSouth's Conduit or Ducts only those Facilities specifically described in the License, and no others.
- 9.6.2 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.
- 10. CONSTRUCTION OF LICENSEE'S FACILITIES**
- 10.1 Construction Schedule. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting Licensee to attach Facilities to BellSouth's Poles or place Facilities in BellSouth's Conduit or Ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:
- 10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;
- 10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

- 10.1.3 The estimated dates when construction will begin and end; and
- 10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's Facilities in BellSouth's Conduit or Ducts.
- 10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places Facilities in BellSouth's Conduit System:
 - 10.2.1 Licensee shall give written notice of the type of Facilities which are to be placed; and
 - 10.2.2 BellSouth shall designate the particular Duct or Ducts or inner ducts (if Available) to be occupied by Licensee's Facilities, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the Conduit System. Licensee may not occupy a Duct other than the specified Duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.
- 10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any Facilities for Licensee or to attach Licensee's Facilities to, or place Licensee's Facilities in, BellSouth's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.
- 10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in BellSouth's Poles, Conduit or Ducts at Licensee's sole Cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Pole, in any part of BellSouth's Conduit System or in the vicinity of BellSouth's Poles or Conduit System.
- 10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its Facilities in accordance with the provisions of this Section and all Licenses issued hereunder.
 - 10.5.1 Licensee shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Agreement.

- 10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Agreement.
- 10.5.3 Licensee shall not permit any Person Acting on Licensee's Behalf to perform any work on BellSouth's Poles or within BellSouth's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.
- 10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.
- 10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each Pole or Anchor to be occupied by Licensee's Facilities. When the Facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.
- 10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add Conduit ports to BellSouth Manholes when existing Conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.
- 10.9 Completion of Licensee Construction. For each Licensee attachment to or occupancy within BellSouth Facilities, Licensee will provide to BellSouth's single-point of contact (within 20 days of Licensee construction-complete date) a complete set of actual placement drawings for posting to BellSouth records.

11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES

- 11.1 Use of Licensee's Facilities. Each License granted under this Section authorizes Licensee to have access to Licensee's Facilities on or in BellSouth's Poles, Conduits and Ducts as needed for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

- 11.2 Routine Maintenance of Licensee's Facilities. Each License granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's Facilities located on or in BellSouth's Poles, Conduits, Ducts and ROW pursuant to such License. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's Conduit System.
- 11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all Licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Poles, within BellSouth's Conduit System or in the immediate vicinity of such Poles or Conduit System.
- 11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any Facilities which Licensee has attached or connected to, or placed in, BellSouth's Poles, Conduits, Ducts or any portion of BellSouth's Conduit System, except to the extent expressly provided by the provisions of this Section or any License issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a License permitting Licensee to attach Facilities to, or place Facilities in BellSouth's Poles, Conduits or Ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's Facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's Facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's Facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and Licenses issued hereunder.
- 11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's Facilities shall, while working on BellSouth's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a BellSouth Pole, Anchor or Anchor/Guy Strand or located in any BellSouth Conduit or Duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present License or requires a new or amended License.

12.2 New or Amended License Required. A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

12.2.1 Requires that Licensee use additional space on BellSouth's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, inner ducts, or substantial space in any Handhole or Manhole) on either a temporary or permanent basis; or

12.2.2 Results in the size or location of Licensee's Facilities on BellSouth's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in Licensee's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

13.1 Make-Ready Work at the Request of Licensee. If, prior to the issuance of a License, Licensee determines that any Pole, Anchor, Anchor/Guy Strand, Conduit or Duct is inadequate to accommodate Licensee's proposed Pole attachment or Conduit Occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing Facilities or structures to accommodate Licensee, Licensee shall promptly advise BellSouth of the Make-Ready Work it believes necessary to enable the accommodation of Licensee's Facilities.

13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, BellSouth shall endeavor to minimize its costs to Licensee. If it is determined that such Make-Ready Work is required, BellSouth shall provide Licensee with the estimated costs for Make-Ready Work and a Make Ready Due Date.

- 13.1.2 Licensee shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other Licensees as well as Licensee, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from BellSouth, BellSouth shall issue such Licenses in conjunction with the issuance of the applied-for License to Licensee.
- 13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized Application of another entity seeking access to BellSouth's Poles or Conduit Systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no Cost to Licensee, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Licensee shall, upon BellSouth's request, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.
- 13.2.1 Licensee shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a Licensee customer.
- 13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's Facilities.

15. INSPECTION BY BELL SOUTH OF LICENSEE'S FACILITIES

- 15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Licensee's Facilities attached to BellSouth's Poles, Anchors or Anchor/Guy Strands or occupying any BellSouth Conduit or Duct for the limited purpose of determining whether Licensee's Facilities are in compliance with the terms of this Section and Licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

- 15.1.1 BellSouth will give Licensee advance written notice of such inspections, and Licensee shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Licensee.

- 15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Licensee shall bear the Cost of inspections as delineated in 3.12.

- 15.2 No Duty to Licensee. Neither the act of inspection by BellSouth of Licensee's Facilities nor any failure to inspect such Facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

- 16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Licensee's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, BellSouth may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute BellSouth's assertion that such Facilities are not in compliance, Licensee agrees to provide BellSouth with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify BellSouth in writing when the Facilities have been brought into compliance.

- 16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's Facilities are not in compliance, Licensee shall notify BellSouth in writing of the basis for Licensee's assertion that its Facilities are in compliance.
- 16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the Facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the Facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's Facilities or those of other users, BellSouth may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.
- 16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's Facilities into compliance, the provisions of this Section shall apply.
- 16.4.1 BellSouth will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.
- 16.4.2 If Licensee's Facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth Manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's Facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any Facilities affected.
- 16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the Facilities and take such steps as Licensee may deem necessary to insure that the Facilities meet Licensee's performance requirements.
- 16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELL SOUTH'S FACILITIES

17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to Pole(s) or occupying Conduit Systems for which no License is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of Licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or Conduit Occupancy, a Pole attachment or Conduit Occupancy License Application. If such Application is not received by BellSouth within the specified time period, Licensee may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required Application, or BellSouth may at BellSouth's option remove Licensee's Facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable License fees and charges which would have been payable from and after the date such Facilities were first placed on BellSouth's Poles or in BellSouth's Conduit System, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.

17.1.1 Nothing contained in the Agreement or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for Pole attachments and Conduit System occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the Pole attachment or Conduit Occupancy. See Appendix I for applicable annual rental fees.

17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

18. REMOVAL OF LICENSEE'S FACILITIES

- 18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's Poles within thirty (30) days after termination of the License covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of BellSouth.
- 18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications Facilities from a Conduit System within sixty (60) days after:
- 18.2.1 Termination of the License covering such Conduit Occupancy; or
- 18.2.2 The date Licensee replaces its existing Facilities in one Duct with substitute Facilities in another Duct.
- 18.2.3 If Licensee fails to remove its Facilities within the specified period, BellSouth shall have the right to remove such Facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such Facilities unless caused by the negligence or intentional misconduct of BellSouth.
- 18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Agreement until all of Licensee's Facilities are physically removed from BellSouth's Poles or Conduit System.

19. FEES, CHARGES, AND BILLING

- 19.1 License Charges. Licensee agrees to pay charges in Attachment 1 of this Agreement. These rates will be recalculated during the term of this Agreement in accordance with the Telecommunications Act of 1996 and applicable FCC or State Commission rules and regulations. License charges commence on the first day of the calendar month following the date a License is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all Licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.

19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

19.3 Rate "True-Up". The parties agree that the fees reflected as interim herein shall be "trued-up" (up or down) based on final fees either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state, in which Licensee has either attached to or occupied BellSouth structures (Rights of Way, Conduits, Ducts, and/or Poles), or any other body having jurisdiction over this Agreement (hereinafter "Commission").

Under the "true-up" process, the interim fees for each structure shall be multiplied by the volume of that structure either attached to or occupied by Licensee to arrive at the total interim amount paid ("Total Interim Price"). The final fees for that structure shall be multiplied by the volume of that structure either attached to or occupied by Licensee to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Licensee shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Licensee.

Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the parties based on such records. In the event of any disagreement as between the records or the parties regarding the amount of such "true-up," the parties agree that the Commission shall be called upon to resolve such differences.

20. ADVANCE PAYMENT AND IMPUTATION

20.1 Attachment and Occupancy Fees. Fees for Pole attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.

20.1.1 Charges associated with newly Licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's Facilities.

20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.

- 20.2 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the Conduits, Ducts, and Poles it occupies and uses.

21. ASSURANCE OF PAYMENT

- 21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000.00 per state or \$50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

22. INSURANCE

- 22.1 Licensee shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this Agreement, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement.
- 22.2 Licensee shall maintain the following amounts of insurance in compliance with (22.1) above:
- 22.2.1 Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
- 22.2.2 Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate.
- 22.2.3 Business auto coverage for all owned, non-owned, hired and leased vehicles with limits of not less than \$1,000,000 per occurrence and in the aggregate.
- 22.2.4 Licensee shall name BellSouth as an additional insured on the general liability policy with respects to the terms and conditions of this agreement

- 22.3 Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after thirty (30) days written notice to Licensor.
- 22.3.1 Licensee shall also require agents and subcontractors, if any, who may perform the services to maintain the insurance coverage required herein and to furnish the Licensor certificates of insurance or adequate proof of such insurance. Licensee remains responsible for submitting these certificates in order to meet requirements of Agreement. Any non-compliance with the insurance provisions of this Agreement on the part of any agent or subcontractor shall be the sole responsibility of the Licensee who will be held liable for the performance or non-performance of the agent or subcontractor. Should insurance policy limits be exhausted or should Licensee or its agents and subcontractors fail to maintain the required insurance coverages, neither Licensee nor any of its agents and subcontractors will in no way be relieved from liability.
- 22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Agreement.
- 22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before Licensor will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's Facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.
- 22.6 If the Licensee's net worth exceeds five hundred million dollars (\$500,000,000), Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall provide audited financial statements, interim financials, business history, etc., as per Appendix III to Licensor immediately after receipt of initial agreement information. Licensor shall then review such audited financial statements and respond in writing to Licensee, no later than thirty (30) business days after receipt of the above information, in the event that self-insurance status is not granted to Licensee. If Licensor approves Licensee for self-insurance, Licensee shall annually furnish to Licensor, and keep current, evidence of such net worth that is attested to by one of Licensee's corporate officers. The ability to self-insure shall continue so long as the Licensee meets all of the requirements of 22.6. If the Licensee subsequently no longer satisfies the requirements of 22.6, Licensee is required to purchase insurance as indicated in 22.2.1 and 22.2.2. This agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.

- 22.7 The net worth requirements set forth in 22.6 may be increased by Licensor from time to time during the term of this Agreement upon thirty (30) days notice to Licensee to at least such minimum limits as shall then be customary with respect to attachment to a Pole and/or Anchor, or occupancy of a Conduit System.

23. INDEMNIFICATION

- 23.1 Licensor shall exercise precaution to avoid damaging the communications Facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licensor agrees to reimburse the Licensee for all reasonable costs incurred by the Licensee for the physical repair of such Facilities damaged by the negligence of Licensor, its employees, agents, contractors, subcontractors or invitees. However, Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's Communications Facilities, or for any special, indirect, or consequential damages arising in any manner, including Licensor's negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or Licensor's actions or omissions in regard thereto and Licensee shall indemnify and save harmless Licensor from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.
- 23.2 Licensee shall exercise precaution to avoid damaging the Facilities of Licensor and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by Licensee's employees, agents or contractors. Licensee agrees to reimburse the Licensor for all reasonable costs incurred by the Licensor for the physical repair of such Facilities damaged by the negligence of Licensee.
- 23.3 Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of action, damages and costs, including reasonable attorney's fees through appeals incurred by the Licensor, the Licensor's other Licensees and Joint User(s) as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the Cost of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of right-of-way or property owner consents and/or the Cost of defending those rights and/or consents.

- 23.4 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of actions and costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of Licensee's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the Licensee's employees, agents or contractors in the vicinity of the Licensor's Pole(s), Anchor(s), Guy(s), or Conduit System.
- 23.5 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees, and agents, Licensor's other Licensees, and Joint User(s) from any and all claims, demands, causes of action and costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of Licensee's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of Licensee's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.
- 23.6 Licensee shall promptly advise the Licensor of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's Facilities. Licensee shall promptly notify Licensor in writing of any suits or causes of action which may involve Licensor and, upon the request of Licensor, copies of all relevant accident reports and statements made to Licensee's insurer by Licensee or others shall be furnished promptly to Licensor.

24. AUTHORIZATION NOT EXCLUSIVE

- 24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Agreement and Licensee's rights hereunder.

25. ASSIGNMENT OF RIGHTS

25.1 Licensee shall not assign or transfer this Agreement or any license or any authorization granted under this Agreement, and this Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of BellSouth. BellSouth shall not unreasonably withhold such consent.

25.2 In the event such consent or consents are granted by BellSouth, then the provisions of this Agreement shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

26. FAILURE TO ENFORCE

26.1 Failure of BellSouth to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

27. TERM OF AGREEMENT

27.1 Unless sooner terminated as herein provided, this Agreement shall continue in effect for a term of one (1) year from the date hereof and thereafter from year to year until either party hereto terminates this Agreement by giving the other party at least ninety (90) days prior written notice thereof. Such ninety (90) days notice of termination may be given to take effect at the end of the original one (1) year period or any time thereafter.

27.2 Termination of this Agreement or any Licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

28. BELLSOUTH'S INFORMATION

- 28.1 Scope of BellSouth's Information. Licensee acknowledges that Licensee may acquire information and material that is BellSouth's confidential, proprietary or trade secret information. As used herein, "BellSouth's Information" includes, but is not limited to, all information and documents disclosed by BellSouth, whether written or oral, in the course of this Agreement or in contemplation hereof including, without limitation, all specifications, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information, research and development, production and engineering processes, costs, profit and margin information, BellSouth lists, marketing, production and future business plans.
- 28.2 Use of BellSouth's Information. Licensee agrees to take all steps reasonably necessary to hold in trust and confidence BellSouth's Information. Licensee hereby agrees to hold BellSouth's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. Licensee will limit the disclosure of BellSouth's Information to employees with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. Licensee's obligations set forth herein shall remain in effect for two (2) years from the receipt of BellSouth's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for BellSouth's Information considered or deemed to be a trade secret under applicable law.
- 28.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by Licensee from BellSouth will be considered to be BellSouth's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by Licensee from a Third Party without confidential limitations; (iii) it has been independently developed by Licensee by personnel having no access to BellSouth's Information; (iv) it was known by Licensee prior to its first receipt from BellSouth; (v) it is hereafter disclosed by BellSouth without restriction on further disclosure; or (vi) it is disclosed pursuant to a court order, subpoena or by operation of law, provided Licensee has given BellSouth prior advance written notice in order that BellSouth may attempt to obtain a protective order limiting disclosure and use of the information disclosed.
- 28.4 Agreement. Licensee hereby agrees that every individual person including but not limited to employees, subcontractors, agents, representatives and other third parties who perform under this Agreement shall execute the appropriate documents to undertake obligations of confidentiality consistent with the terms set forth herein. Licensee hereby agrees to provide evidence of such duly executed documents to BellSouth upon request.

29. LICENSEE'S INFORMATION

- 29.1 Scope of Licensee's Information. BellSouth acknowledges that Licensee may need to provide BellSouth with certain information and material that is the Licensee's confidential, proprietary or trade secret information. As used herein, "Licensee's Information" may include information and documents disclosed by the Licensee in the course of this Agreement such as by way of example, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information. All Licensee's Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend. Licensee's information conveyed orally shall be designated as proprietary at the time of disclosure and shall be reduced to writing within ten (10) business days.
- 29.2 Use of Licensee's Information. BellSouth agrees to take all steps reasonably necessary to hold in trust and confidence Licensee's Information. BellSouth hereby agrees to hold such Licensee's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. BellSouth will limit the disclosure of Licensee's Information to employees, consultants, agents, contractors, affiliated companies and representatives with a need to know who will not be considered as "third parties" and who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. BellSouth's obligations set forth herein shall remain in effect for two (2) years from the receipt of Licensee's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for Licensee's Information considered or deemed to be a trade secret under applicable law.
- 29.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by BellSouth from Licensee will be considered to be Licensee's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by BellSouth from a Third Party without confidential limitations; (iii) it has been independently developed by BellSouth by personnel having no access to such Licensee's Information; (iv) it was known by BellSouth prior to its first receipt from Licensee; (v) it is hereafter disclosed by Licensee without restriction on further disclosure; or (vi) it is disclosed to any governmental agency or court of competent jurisdiction by written order, subpoena or decree, or by operation of law, provided BellSouth has given prior notice to Licensee in order that Licensee may attempt to obtain a protective order limiting disclosure and use of the information disclosed.

30. SUPERSEDURE OF PREVIOUS AGREEMENT(S)

30.1 This Agreement supersedes all previous agreements, whether written or oral, between BellSouth and Licensee for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective Licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year written below.

BellSouth Telecommunications, Inc.

Name of Licensee

Name of Licensor

By:

By:

Signature

Signature

Printed Name

Oscar J. Primelles

Printed Name

Printed Title

Ntwk V P NP& Supp

Printed Title

Date

Date

APPENDIX I

2002 FCC Formula Supported Fees

for attachments and/or occupancy effective 1/1/2002

(Re-calculated annually)

Licensee shall pay to Licensor the following fees:

State	Poles (ea. / yr.)		Anchors (ea. / yr.)	Conduit	
	Non-Urban	Urban			(\$ / ft. / yr.)
Tennessee ①	6.23	5.47			0.28

- ① Tennessee rates are negotiated with CATV Association

Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000.

This rate will apply to each passageway (innerduct).

- i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.
- ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

Pole Attachment Transfer Rate

Per Pole (throughout BellSouth region)

\$41.00

Appendix II

Records Maintenance Centers

For **Alabama** plant and Right of Way records:

Records Maintenance Center
S04
1876 Data Drive
Birmingham, AL 35244

For **Kentucky** plant and Right of Way records:

Records Maintenance Center
Room 2-SW
601 W. Chestnut Street
Louisville, KY 40203

For **Louisiana** plant and Right of Way records:

Records Maintenance Center
2nd Floor North
6767 Bundy Road
New Orleans, LA 70140

For **Mississippi** plant and Right of Way records:

Records Maintenance Center
5723 Hwy. 18 S
Jackson, MS 39209

For **Tennessee** plant and Right of Way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina:**

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

Appendix III
Request to Self-Insure
Information Sheet

Per 22.6, Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall complete the table below and provide this information to Licensor. Licensor shall then review such audited financial statements and inform Licensee (in writing), no later than thirty (30) business days after receipt of the above information, regarding Licensee's request to self-insure.

The agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.

Company Name:	
Audited Financials (3 years required): <i>(Attach all information as required)</i>	
Interim Financials (most current 6 months): <i>(Attach all information as required)</i>	
Years in Business (number of years):	
Number of years current management has been in place:	
Parent Company:	
Dunn & Bradstreet Number:	

Complete all information requested above and provide with all additional attachments to:

BellSouth Telecommunications, Inc.
Attention: Self-Insure Request
North W3D2
3535 Colonnade Parkway
Birmingham, AL 35243

Hicks, Guy

From: Sims, Nancy H
Sent: Wednesday, May 15, 2002 12:48 PM
To: Almand, Gayle; Hutchens, Wayne; Howorth, Charles; Jones, Jerry; Cheatham, Linda
Cc: White, Nancy ; Mccallum, Fred; Ruscilli, John; Cox, Cindy; Stephen, Celia; Semmes, Francis; Hicks, Guy ; Rankin, Edward
Subject: RE: Florida PSC Questionnaire on Local Competition

I spoke with the Florida staffer that sent this out. In BellSouth it went to Georgia, North Carolina and Tennessee. They also sent it to many other states such as New York, Penn., Mass., Iowa, Texas, etc. They are trying to analyze various factors to see if there is any trend in certain data in states that have had more local competition. In other words, they are trying to unlock the secret to "successful" growth in local competition. Of course I reminded her to be sure to look at the effects of 271 on local competition, and she said that 271 would certainly be on her list. If they put a report together, I will make sure everyone gets a copy.

Nancy

-----Ori

From: Almand, Gayle
Sent: Wednesday, May 15, 2002 9:45 AM
To: Hutchens, Wayne; Howorth, Charles; Jones, Jerry; Cheatham, Linda
Cc: White, Nancy ; Sims, Nancy H; Mccallum, Fred; Ruscilli, John; Cox, Cindy; Stephen, Celia; Semmes, Francis; Hicks, Guy ; Rankin, Edward
Subject: Florida PSC Questionnaire on Local Competition
Importance: High

It has come to our attention that the Florida PSC Staff has sent the attached questionnaire to several PSC Commission Staffs requesting results for their states. Just wanted you to be aware of this questionnaire in case your Commission requests your assistance in responding. Apparently, the FPSC Staff asked for this information back in April, but some Commissions are just receiving the questionnaire.

<< File: flpscquestionnaire.doc.rtf >>

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

ATTACHMENT 9

PERFORMANCE MEASUREMENTS

BellSouth Service Quality Measurement Plan (SQM)

Tennessee Interim Performance Metrics

**Measurement Descriptions
Version 0.03**

Issue Date: April 26, 2002

Introduction

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required BellSouth to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)¹ and its Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee have influenced and continue to influence the SQM.

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3rd Party audit requirements and the Tennessee Regulatory Authority.

This document is intended for use by someone with knowledge of telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: <https://pmap.bellsouth.com> in the Help folder.

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (<https://www.pmap.bellsouth.com>) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. Final validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. Preliminary SEEM reports will be posted on the same day as the SQM validated reports. Validated SEEM reports will be posted on the 15th of the following month. Payments due will also be paid on the 15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports and preliminary SEEM reports will be posted on the last day of June. Final validated SEEM reports will be posted and payments mailed on July 15th.

1. Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.

Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. The Tennessee Regulatory Authority (TRA) will be given access to the web site. In addition, a copy of the Monthly State Summary reports will be filed with the TRA as soon as possible after the last day of each month.

Document Number: TN-V003-041502

Revision History

Version	Issue Date	Changes
V 0.01	Mar 12, 2001	Initial BellSouth Proposal
V 0.02	Jul 16, 2001	
V 0.02	Apr 15, 2002	Interim version based on GA 4/6/01 with modifications

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Tennessee Interim Performance Metrics

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Section 1: Operations Support Systems (OSS)

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

Definition

Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

None

Business Rules

The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The response interval starts when the client application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number which are less than or equal to 6.3 seconds are also captured.

Calculation

Response Time = (a - b)

- a = Date & Time of Legacy Response
- b = Date & Time of Legacy Request

Average Response Time = c / d

- c = Sum of Response Times
- d = Number of Legacy Requests During the Reporting Period

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Legacy Contract (per reporting dimension)• Response Interval• Regional Scope	<ul style="list-style-type: none">• Report Month• Legacy Contract (per reporting dimension)• Response Interval• Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • DSAP (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • HAL/CRIS (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system. • P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system. 	<ul style="list-style-type: none"> • Parity + 2 seconds

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)
Table 1: Legacy System Access Times For RNS

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. Sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSOCSR	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 3: Legacy System Access Times For LENS

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x	x

Table 4: Legacy System Access Times For TAG

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSECSRL	CSR	x	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

Note: CLEC specific data is not available in this measure. Queries of this sort do not have company specific signatures.

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • DSAP (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • HAL/CRIS (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system. • P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system. 	<ul style="list-style-type: none"> • Percent Response Received within 6.3 seconds: > 95% • Parity + 2 seconds

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)
SEEM OSS Legacy Systems

System	BellSouth	CLEC
Telephone Number/Address		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
ATLAS	RNS,ROS	TAG, LENS
Appointment Scheduling		
DSAP	RNS, ROS	TAG, LENS
CSR Data		
CRSACCTS	RNS	
CRSOCSR	ROS	
HAL/CRIS		LENS
CRSECSRL		TAG
CRSECSR		TAG
Service/Feature Availability		
OASISBIG	RNS, ROS	

System	BellSouth	CLEC
PSIMS/ORB		LENS

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

OSS-2: Interface Availability (Pre-Ordering/Ordering)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for pre-ordering and ordering. “Functional Availability” is defined as the number of hours in the reporting period that the applications/interfaces are available to users. “Scheduled Availability” is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of pre-ordering and ordering systems.

Calculation

Interface Availability (Pre-Ordering/Ordering) = (a / b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Legacy Contract Type (per reporting dimension)• Regional Scope• Hours of Downtime	<ul style="list-style-type: none">• Report Month• Legacy Contract Type (per reporting dimension)• Regional Scope• Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Regional Level	<ul style="list-style-type: none">• >= 99.5%

OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
TAG	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	Under Development
SOG	CLEC	Under Development
DOM	CLEC	Under Development
DOE	CLEC/BellSouth	x
SONGS	CLEC/BellSouth	x
ATLAS/COFFI	CLEC/BellSouth	x
BOCRIS	CLEC/BellSouth	x
DSAP	CLEC/BellSouth	x
RSAG	CLEC/BellSouth	x
SOCS	CLEC/BellSouth	x
CRIS	CLEC/BellSouth	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

OSS-2: Interface Availability (Pre-Ordering/Ordering)

SEEM OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
HAL	CLEC	x
LENS	CLEC	x
LEO Mainframe	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x

OSS-2: Interface Availability (Pre-Ordering/Ordering)

OSS-3: Interface Availability (Maintenance & Repair)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of maintenance and repair systems.

Calculation

OSS Interface Availability $(a / b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Availability of CLEC TAFI• Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM• ECTA	<ul style="list-style-type: none">• Availability of BellSouth TAFI• Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Regional Level	<ul style="list-style-type: none">• $\geq 99.5\%$

OSS Interface Availability (M&R)

OSS Interface	% Availability
BST TAFI	x
CLEC TAFI	x
CLEC ECTA	x
BellSouth & CLEC	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
CLEC TAFI	x
CLEC ECTA	x

OSS-3: Interface Availability (Maintenance & Repair)

OSS-4: Response Interval (Maintenance & Repair)

Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

Exclusions

None

Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

Note: The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total.

Calculation

OSS Response Interval = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

Percent Response Interval (per category) = (c / d) X 100

- c = Number of Response Intervals in category "X"
- d = Number of Queries Submitted in the Reporting Period

where, "X" is <= 4, > 4 <= 10, <= 10, > 10, or > 30 seconds.

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• CLEC Transaction Intervals	<ul style="list-style-type: none">• BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Regional Level	<ul style="list-style-type: none">• Parity

Legacy System Access Times for M&R

System	BellSouth & CLEC	Count				
		<= 4	> 4 <= 10	<= 10	> 10	> 30
CRIS	x	x	x	x	x	x
DLETH	x	x	x	x	x	x
DLR	x	x	x	x	x	x
LMOS	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x
LNP	x	x	x	x	x	x
MARCH	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x
Predictor	x	x	x	x	x	x
SOCS	x	x	x	x	x	x
NIW	x	x	x	x	x	x

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

OSS-4: Response Interval (Maintenance & Repair)

PO-1: Loop Makeup - Response Time – Manual

Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Inquiries, which are submitted electronically.
- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation.
- Canceled Inquiries.

Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via mail or FAX to BellSouth's Complex Resale Support Group (CRSG).

This measurement combines three intervals:

1. From receipt of the Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date.
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c / d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Interval for manual LMUs:
 - 0 - <= 1 day
 - >1 - <= 2 days
 - >2 - <= 3 days
 - 0 - <= 3 days
 - >3 - <= 6 days

>6 – <= 10 days

> 10 days

- Average Interval in days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Total Number of Inquiries• SI Intervals• State and Region	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Loops	Benchmark <ul style="list-style-type: none">• 95% <= 3 Business Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• Loops	Benchmark <ul style="list-style-type: none">• 95% <= 3 Business Days

PO-2: Loop Make Up - Response Time - Electronic

Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Manually submitted inquiries.
- Designated Holidays are excluded from the interval calculation.
- Canceled Requests.
- Scheduled OSS Maintenance.

Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, LENS, TAG or RoboTAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via LENS, TAG or RoboTAG Interfaces.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c / d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Interval for electronic LMUs:
 - 0 – <= 1 minute
 - >1 – <= 5 minutes
 - 0 - <= 5 minutes
 - > 5 – <= 8 minutes
 - > 8 – <= 15 minutes
 - > 15 minutes
- Average Interval in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Legacy Contract• Response Interval• Regional Scope	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Loops	Benchmark <ul style="list-style-type: none">• 90% <= 5 Minutes (05/01/01)• 95% <= 1 Minute (08/01/01)

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• Loop	<ul style="list-style-type: none">• 90% <= 5 Minutes (05/01/01)• 95% <= 1 Minute (08/01/01)

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

This measurement provides the response interval from the time an LSR or transmission (may contain multiple LSRs from one or more CLECs in multiple states) is electronically submitted via EDI or TAG respectively until an acknowledgement notice is sent by the system.

Exclusions

- Scheduled OSS Maintenance

Business Rules

The process includes EDI & TAG system functional acknowledgements for all messages/Local Service Requests (LSRs) which are electronically submitted by the CLEC. Users of EDI may package many LSRs into one transmission which will receive the acknowledgement message. EDI users may place multiple LSRs in one “envelope” requesting service in one or more states which will mask the identity of the state and CLEC. The start time is the receipt time of the message at BellSouth’s side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth’s side of the interface (gateway). If more than one CLEC uses the same ordering center (aggregator), an Acknowledgement Message will be returned to the “Aggregator”. However, BellSouth will not be able to determine which specific CLEC or state this message represented.

Calculation

Response Interval = (a - b)

- a = Date and Time Acknowledgement Notices returned to CLEC
- b = Date and Time messages/LSRs electronically submitted by the CLEC via EDI or TAG respectively

Average Response Interval = (c / d)

- c = Sum of all Response Intervals
- d = Total number of electronically submitted messages/LSRs received, from CLECs via EDI or TAG respectively, in the Reporting Period.

Reporting Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
 - Region
- Electronically Submitted LSRs
 - 0 – <= 10 minutes
 - >10 – <= 20 minutes
 - >20 – <= 30 minutes
 - 0 – <= 30 minutes
 - >30 – <= 45 minutes
 - >45 – <= 60 minutes
 - >60 – <= 120 minutes
 - >120 minutes
- Average interval for electronically submitted messages/LSRs in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Record of Functional Acknowledgements	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• EDI• TAG	<ul style="list-style-type: none">• EDI<ul style="list-style-type: none">- 90% <= 30 minutes (05/01/01)- 95% <= 30 minutes (08/01/01)• TAG – 95% <= 30 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• EDI• TAG	<ul style="list-style-type: none">• EDI<ul style="list-style-type: none">- 90% <= 30 minutes (05/01/01)- 95% <= 30 minutes (08/01/01)• TAG – 95% <= 30 minutes

O-2: Acknowledgement Message Completeness

Definition

This measurement provides the percent of transmissions/LSRs received via EDI or TAG respectively, which are acknowledged electronically.

Exclusions

- Manually submitted LSRs
- Scheduled OSS Maintenance

Business Rules

EDI and TAG send Functional Acknowledgements for all transmissions/LSRs, which are electronically submitted by a CLEC. Users of EDI may package many LSRs from multiple states in one transmission. If more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the transmission/LSR will be partially mechanized or fully mechanized.

Calculation

Acknowledgement Completeness = (a / b) X 100

- a = Total number of Functional Acknowledgements returned in the reporting period for transmissions/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted transmissions/LSRs received in the reporting period by EDI or TAG respectively

Report Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
 - Region

Note: The Order calls for Mechanized, Partially Mechanized, and Totally Mechanized, however, the Acknowledgement message is generated before the system recognizes whether this electronic transmission will be partially or fully mechanized.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Record of Functional Acknowledgements 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • EDI • TAG 	<ul style="list-style-type: none"> • Benchmark: 100%

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• EDI• TAG	<ul style="list-style-type: none">• Benchmark: 100%

O-2: Acknowledgement Message Completeness

O-3: Percent Flow-Through Service Requests (Summary)

Definition

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

- | | |
|---|--|
| 1. Complex* | 8. Denials-restore and conversion, or disconnect and conversion orders |
| 2. Special pricing plans | 9. Class of service invalid in certain states with some types of service |
| 3. Some Partial migrations | 10. Low volume such as activity type "T" (move) |
| 4. New telephone number not yet posted to BOCRIS | 11. More than 25 business lines, or more than 15 loops |
| 5. Pending order review required | 12. Transfer of calls option for the CLEC end users |
| 6. CSR inaccuracies such as invalid or missing CSR data in CRIS | 13. Directory Listings (Indentations and Captions) |
| 7. Expedites (requested by the CLEC) | |

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Tennessee Interim Performance Metrics
Calculation

$$\text{Percent Flow Through} = a / [b - (c + d + e + f)] \times 100$$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status

$$\text{Percent Achieved Flow Through} = a / [b - (c + d + e)] \times 100$$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

- CLEC Aggregate
 - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs Received, by Interface, by CLEC <ul style="list-style-type: none"> - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC <ul style="list-style-type: none"> - Fatal Rejects - Auto Clarification - CLEC Caused System Fallout • Total Number of Errors by Error Code • Total Fallout for Manual Processing 	<ul style="list-style-type: none"> • Report Month • Total Number of Errors By Type <ul style="list-style-type: none"> - Bellsouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark ^a
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark ^a
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

O-4: Percent Flow-Through Service Requests (Detail)

Definition

A detailed list, by CLEC, of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and three types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

- | | |
|---|--|
| 1. Complex* | 8. Denials-restore and conversion, or disconnect and conversion orders |
| 2. Special pricing plans | 9. Class of service invalid in certain states with some types of service |
| 3. Some Partial migrations | 10. Low volume such as activity type "T" (move) |
| 4. New telephone number not yet posted to BOCRIS | 11. More than 25 business lines, or more than 15 loops |
| 5. Pending order review required | 12. Transfer of calls option for the CLEC end users |
| 6. CSR inaccuracies such as invalid or missing CSR data in CRIS | 13. Directory Listings (Indentations and Captions) |
| 7. Expedites (requested by the CLEC) | |

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Tennessee Interim Performance Metrics

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = $a / [b - (c + d + e + f)] \times 100$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status

Percent Achieved Flow Through = $a / [b - (c + d + e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:

- CLEC (by alias designation)
- Number of fatal rejects
- Mechanized interface used
- Total mechanized LSRs
- Total manual fallout
- Number of auto clarifications returned to CLEC
- Number of validated LSRs
- Number of BellSouth caused fallout
- Number of CLEC caused fallout
- Number of Service Orders Issued
- Base calculation
- CLEC error excluded calculation

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs Received, by Interface, by CLEC <ul style="list-style-type: none"> - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC <ul style="list-style-type: none"> - Fatal Rejects - Auto Clarification - CLEC Errors • Total Number of Errors by Error Code • Total Fallout for Manual Processing 	<ul style="list-style-type: none"> • Report Month • Total Number of Errors by Type <ul style="list-style-type: none"> - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark ^a
<ul style="list-style-type: none"> • Residence 	<ul style="list-style-type: none"> • Benchmark: 95%

Tennessee Interim Performance Metrics

SQM Level of Disaggregation	SQM Analog/Benchmark ^a
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark ^a
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

O-5: Flow-Through Error Analysis

Definition

An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through or reached a status for a FOC to be issued.

Exclusions

Each Error Analysis is error code specific, therefore exclusions are not applicable.

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Total for each error type.

Report Structure

Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:

- Error Type (by error code)
- Count of each error type
- Percent of each error type
- Cumulative percent
- Error Description
- CLEC Caused Count of each error code
- Percent of aggregate by CLEC caused count
- Percent of CLEC caused count
- BellSouth Caused Count of each error code
- Percent of aggregate by BellSouth caused count
- Percent of BellSouth by BellSouth caused count

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Total Number of LSRs Received• Total Number of Errors by Type (by error code)<ul style="list-style-type: none">- CLEC Caused Error	<ul style="list-style-type: none">• Report Month• Total Number of Errors by Type (by error code)<ul style="list-style-type: none">- BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Not Applicable	<ul style="list-style-type: none">• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-6: CLEC LSR Information

Definition

A list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period.

Exclusions

- Fatal Rejects
- LSRs submitted manually

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Not Applicable

Report Structure

Provides a list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period with an explanation of the of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR.

- CC
- PON
- Ver
- Timestamp
- Type
- Err #
- Note or Error Description

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Record of LSRs Received by CC, PON and Ver• Record of Timestamp, Type, Err # and Note or Error Description for each LSR by CC, PON and Ver	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Not Applicable	<ul style="list-style-type: none">• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

LSR Flow Through Matrix

LSR Flow Through Matrix

Product	Product Type	Reqtype	ACT Type	F/T ³	Complex Service	Complex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LENS ⁴
2 wire analog DID trunk port	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire analog port	U	A	N,T	No	UNE	No	Yes	Y	Y	N
2 wire ISDN digital line	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire ISDN digital loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
3 Way Calling	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
4 wire analog voice grade loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
4 wire DSO & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire DS1 & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire ISDN DSI digital trunk ports	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
Accupulse	C	E	N,C,T,V,W	No	Yes	Yes	NA	N	N	N
ADSL	R,B,C	E	V,W	No	UNE	No	No	Y	Y	N
Area Plus	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Basic Rate ISDN	U,C	A	N,T	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	C, D,T,V,W	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	N,T	No	Yes	Yes	N/A	N	N	N
Basic Rate ISDN 2 Wire UNE P	C	M	N,C,D,V	No	YES	Yes	N/A	N	N	N
Analog Data/Private Line	C	E	N, C, T, V, W, D, P, Q	No	Yes	Yes	N/A	N	N	N
Call Block	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Forwarding	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Return	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Selector	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Tracing	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting Deluxe	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Caller ID	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
CENTREX	C	P	V,P	No	Yes	Yes	NA	N	N	N
DID ACT W	C	N	W	No	Yes	Yes	Yes	Y	Y	Y
Digital Data Transport	U	E	N,C,T,V,W	No	UNE	Yes	NA	N	N	N
Directory Listing Indentions	B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	No	Yes	Y	Y	Y
Directory Listings Captions	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	Yes	Yes	Y	Y	Y
Directory Listings (simple)	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	Yes	No	No	No	Y	Y	Y
DS3	U	A,M	N,C,V	No	UNE	Yes	NA	N	N	N
DS1Loop	U	A,M	N,C,V	Yes	UNE	Yes	No	Y	Y	N
DSO Loop	U	A, B	N,C,D,T,V	Yes	UNE	Yes	No	Y	Y	N
Enhanced Caller ID	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y

Tennessee Interim Performance Metrics

Product	Product Type	Rectype	ACT Type	F/T ³	Complex Service	Complex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LENS ⁴
ESSX	C	P	C,D,T,V,S,B,W,L,P,Q	No	Yes	Yes	NA	N	N	N
Flat Rate/Business	B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Flat Rate/Residence	R	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
FLEXSERV	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Frame Relay	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
FX	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Ga. Community Calling	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
HDSL	U	A	N,C,D	Yes	UNE	No	No	Y	Y	N
Hunting MLH	R,B	E, M	C,D,N,T,V,W	No	C/S4	C/S	Yes	Y	Y	N
Hunting Series Completion	R,B	E, M	C,D,N,T,V,W	Yes	C/S	C/S	No	Y	Y	Y
INP to LNP Conversion	U	C	C	No	UNE	Yes	Yes	Y	Y	N
LightGate	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Line Sharing	U	A	C,D	Yes	UNE	No	No	Y	Y	Y
Local Number Portability	U	C	C,D,P,V,Q	Yes	UNE	Yes	No	Y	Y	N
LNP With Complex Listing	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
LNP with Partial Migration	U	C	D,P,V,Q	No	UNE	Yes	Yes	Y	Y	N
LNP with Complex Services	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
Loop+INP	U	B	D,P,V,Q	Yes	UNE	No	No	Y	Y	N
Loop+LNP	U	B	C,D,N,V	Yes	UNE	No	No	Y	Y	N
Measured Rate/Bus	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Measured Rate/Res	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Megalink	C	E	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Megalink-T1	C	E,M	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Memory Call	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Memory Call Ans. Svc.	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Multiserv	C	P	N,C,D,T,V,S,B,W,L,P,Q	No	Yes	Yes	NA	N	N	N
Native Mode LAN Interconnection (NMLI)	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
Off-Prem Stations	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Optional Calling Plan	R,B	E, M	N	Yes	No	No	No	Y	Y	Y
Package/Complete Choice and Area Plus	R,B	E, M	N,T,C,V,W	Yes	No	No	No	Y	Y	Y
Pathlink Primary Rate ISDN	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Pay Phone Provider	B	E	C,D,T,N,V,W	No	No	No	NA	N	N	N
PBX Standalone Port	C	F	N,C,D	No	Yes	Yes	Yes	Y	Y	N
PBX Trunks	R,B	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	Yes	Y	Y	N
Port/Loop PBX	U	M	A,C,D,V	No	No	No	Yes	Y	Y	N
Port/Loop Simple	U	M	A,C,D,V	Yes	No	No	Yes	Y	Y	Y
Preferred Call Forward	R,B,U	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
RCF Basic	R,B	E	N,D,W,T,F	Yes	No	No	No	Y	Y	Y

LSR Flow Through Matrix

Product	Product Type	Redtype	ACT Type	F/T ³	Complex Service	Complex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LENS ⁴
Remote Access to CF	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Repeat Dialing	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Ringmaster	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Smartpath	R,B	E	C,D,T,N,V,W	No	Yes	Yes	NA	N	N	N
SmartRING	C	E	N,D,C,V,W	No	Yes	Yes	NA	N	N	N
Speed Calling	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Synchronet	C	E	N	Yes	Yes	Yes	Yes	Y	Y	N
Tie Lines	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Touchtone	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Unbundled Loop-Analog 2W, SL1, SL2	U	A,B	C,D,T,N,V,W	Yes	UNE	No	No	Y	Y	Y
WATS	R,B	E	W,D	No	Yes	Yes	NA	N	N	N
XDSL	C,U	A,B	N,T,C,V,D	Yes	UNE	No	No	Y	Y	N
XDSL Extended LOOP	C,U	A,B	N,T,C,V,D	No	UNE	Yes	NA	N	N	N
Collect Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
900 Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
3rd Party Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
Three Way Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
PIC/LPIC Change	R,B	E	T,C,V	Yes	No	No	No	Y	Y	Y
PIC/LPIC Freeze	R,B	E	N,T,C,V	Yes	No	No	No	Y	Y	Y

Note¹: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.

Note²: The TAG column includes those LSRs submitted via Robo TAG.

Note³: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, denials restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through for issue 9), class of service invalid in certain states with some TOS e.g. government, or cannot be changed when changing main TN on C activity, low volume e.g. activity type T=move, pending order review required, more than 25 business lines, CSR inaccuracies such as invalid or missing CSR data in CRIS, Directory listings – Indentions, Directory listings – Captions, transfer of calls option for CLEC end user – new TN not yet posted to BOCRIS. Many are unique to the CLEC environment.

Note⁴: Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple.

Note⁵: EELs are manually ordered.

Note⁶: LSRs submitted for Resale Products and Services for which there is a temporary promotion or discount plan will be processed identically to those LSRs ordering the same Products or Services without a promotion or discount plan.

O-7: Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Scheduled OSS Maintenance

Business Rules

Fully Mechanized: An LSR is considered “rejected” when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, LENS, TAG, LEO, LESOG) and is returned to the CLEC without manual intervention. There are two types of “Rejects” in the Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. Fatal rejects are excluded from the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** occurs when a valid LSR is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy.

Partially Mechanized: A valid LSR, which is electronically submitted (via EDI, LENS, TAG) but cannot be processed electronically and “falls out” for manual handling. It is then put into “clarification” and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs electronically submitted by the CLEC.

Non-Mechanized: LSRs which are faxed or mailed to the LCSC for processing and “clarified” (rejected) back to the CLEC by the BellSouth service representative.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported separately.

Calculation

Percent Rejected Service Requests = $(a / b) \times 100$

- a = Total Number of Rejected Service Requests in the Reporting Period
- b = Total Number of Service Requests Received in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State
 - Region
- Product Specific Percent Rejected
- Total Percent Rejected

Tennessee Interim Performance Metrics
Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks) 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Mechanized, Partially Mechanized and Non-Mechanized <ul style="list-style-type: none"> • Resale - Residence • Resale - Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop With INP Design • 2W Analog Loop With INP Non-Design • 2W Analog Loop With LNP Design • 2W Analog Loop With LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • Local Interoffice Transport • Local Interconnection Trunks 	<ul style="list-style-type: none"> • Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

O-8: Reject Interval

Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as “Projects”
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
From 7:00 PM Saturday until 7:00 AM Monday

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is rejected (date and time stamp or reject in EDI, TAG or LENS). Auto Clarifications are considered in the Fully Mechanized category.

Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LENS, EDI, or TAG.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.

Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately. All interconnection trunks are counted in the non-mechanized category.

Calculation

Reject Interval = (a - b)

- a = Date and Time of Service Request Rejection
- b = Date and Time of Service Request Receipt

Average Reject Interval = (c / d)

- c = Sum of all Reject Intervals
- d = Number of Service Requests Rejected in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate

Tennessee Interim Performance Metrics
O-8: Reject Interval

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- Geographic Scope
 - State
 - Region
- Mechanized:
 - 0 - <= 4 minutes
 - >4 - <= 8 minutes
 - >8 - <= 12 minutes
 - >12 - <= 60 minutes
 - 0 - <= 1 hour
 - >1 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 12 hours
 - >12 - <= 16 hours
 - >16 - <= 20 hours
 - >20 - <= 24 hours
 - >24 hours
- Partially Mechanized:
 - 0 - <= 1 hour
 - >1 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 10 hours
 - 0 - <= 10 hours
 - >10 - <= 18 hours
 - 0 - <= 18 hours
 - >18 - <= 24 hours
 - >24 hours
- Non-mechanized:
 - 0 - <= 1 hour
 - >1 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 12 hours
 - >12 - <= 16 hours
 - >16 - <= 20 hours
 - >20 - <= 24 hours
 - 0 - <= 24 hours
 - > 24 hours
- Trunks:
 - <= 4 days
 - >4 - <= 8 days
 - >8 - <= 12 days
 - >12 - <= 14 days
 - >14 - <= 20 days
 - >20 days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month <ul style="list-style-type: none"> • Reject Interval • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks) 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Resale - Residence • Resale - Business • Resale - Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop With INP Design • 2W Analog Loop With INP Non-Design • 2W Analog Loop With LNP Design • 2W Analog Loop With LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Non-Design • Local Interoffice Transport • UNE Other Design 	<ul style="list-style-type: none"> • Mechanized: <ul style="list-style-type: none"> - 97% <= 1 Hour • Partially Mechanized: <ul style="list-style-type: none"> - 85% <= 24 hours - 85% <= 18 Hours (05/01/01) - 85% <= 10 Hours (08/01/01) • Non-Mechanized: - 85% <= 24 hours
<ul style="list-style-type: none"> • Local Interconnection Trunks 	<ul style="list-style-type: none"> • Trunks: - 85% <= 4 Days

O-8: Reject Interval

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Fully Mechanized 	<ul style="list-style-type: none"> • 97% <= 1 Hour
<ul style="list-style-type: none"> • Partially Mechanized 	<ul style="list-style-type: none"> • 85% <= 24 Hours • 85% <= 18 Hours (05/01/01) • 85% <= 10 Hours (08/01/01)
<ul style="list-style-type: none"> • Non-Mechanized 	<ul style="list-style-type: none"> • 85% <= 24 Hours

O-9: Firm Order Confirmation Timeliness

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a Firm Order Confirmation.

Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as “Projects”
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
From 7:00 PM Saturday until 7:00 AM Monday.

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.
- **Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt)

Average FOC Interval = (c / d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution (for each interval) = (e / f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
 - CLEC Specific
 - CLEC Aggregate
- Geographic Scope
 - State
 - Region
- Fully Mechanized:
 - 0 - <= 15 minutes
 - >15 - <= 30 minutes
 - >30 - <= 45 minutes
 - >45 - <= 60 minutes
 - >60 - <= 90 minutes
 - >90 - <= 120 minutes
 - >120 - <= 180 minutes
 - 0 - <= 3 hours
 - >3 - <= 6 hours
 - >6 - <= 12 hours
 - >12 - <= 24 hours
 - >24 - <= 48 hours
 - >48 hours
- Partially Mechanized:
 - 0 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 10 hours
 - 0 - <= 10 hours
 - >10 - <= 18 hours
 - 0 - <= 18 hours
 - >18 - <= 24 hours
 - 0 - <= 24 hours
 - >24 - <= 48 hours
 - >48 hours
- Non-Mechanized:
 - 0 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 12 hours
 - >12 - <= 16 hours
 - >16 - <= 20 hours
 - >20 - <= 24 hours
 - >24 - <= 36 hours
 - 0 - <= 36 hours
 - >36 - <= 48 hours
 - >48 hours
- Trunks:
 - 0 - <= 5 days
 - >5 - <= 10 days
 - 0 - <= 10 days
 - >10 - <= 15 days
 - >15 - <= 20 days
 - >20 days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> Report Month Interval for FOC Total Number of LSRs State and Region Total Number of ASRs (Trunks) 	<ul style="list-style-type: none"> Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> Resale – Residence Resale – Business Resale – Design (Special) Resale PBX Resale Centrex Resale ISDN LNP (Standalone) INP(Standalone) 2W Analog Loop Design 2W Analog Loop Non-Design 2W Analog Loop With INP Design 2W Analog Loop With INP Non-Design 2W Analog Loop With LNP Design 2W Analog Loop With LNP Non-Design UNE Loop + Port Combinations Switch Ports UNE Combination Other UNE xDSL (ADSL, HDSL, UCL) Line Sharing UNE ISDN Loops UNE Other Design UNE Other Non-Design Local Interoffice Transport 	<ul style="list-style-type: none"> Mechanized: - 95% <= 3 Hours Partially Mechanized: <ul style="list-style-type: none"> - 85% <= 24 Hours - 85% <= 18 Hours (05/01/01) - 85% <= 10 Hours (08/01/01) Non-mechanized: - 85% <= 36 Hours
<ul style="list-style-type: none"> Local Interconnection Trunks 	<ul style="list-style-type: none"> Trunks: - 95% <= 10 Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> Fully Mechanized 	<ul style="list-style-type: none"> 95% <= 3 Hours
<ul style="list-style-type: none"> Partially Mechanized 	<ul style="list-style-type: none"> 85% <= 24 Hours 85% <= 18 Hours (05/01/01) 85% <= 10 Hours (08/01/01)

Tennessee Interim Performance Metrics

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• Non-Mechanized	<ul style="list-style-type: none">• 85% <= 36 Hours
<ul style="list-style-type: none">• IC Trunks	<ul style="list-style-type: none">• 95% <= 10 Days

O-9: Firm Order Confirmation Timeliness

O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual¹

Definition

This report measures the interval and the percent within the interval from the submission of a Service Inquiry (SI) with Firm Order LSR to the distribution of a Firm Order Confirmation (FOC).

Exclusions

- Designated Holidays are excluded from the interval calculation
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry
- Canceled Requests
- Electronically Submitted Requests
- Scheduled OSS Maintenance

Business Rules

This measurement combines four intervals:

1. From receipt of Service Inquiry with LSR to hand off to the Service Advocacy Center (SAC) for Loop 'Look-up'.
2. From SAC start date to SAC complete date.
3. From SAC complete date to the Complex Resale Support Group (CRSG) complete date with hand off to LCSC.
4. From receipt of SI/LSR in the LCSC to Firm Order Confirmation.

Calculation

FOC Timeliness Interval = (a - b)

- a = Date and Time Firm Order Confirmation (FOC) for SI with LSR returned to CLEC
- b = Date and Time SI with LSR received

Average Interval = (c / d)

- c = Sum of all FOC Timeliness Intervals
- d = Total number of SIs with LSRs received in the reporting period

Percent Within Interval = (e / f) X 100

- e = Total number of Service Inquiries with LSRs received by the CRSG to distribution of FOC by the Local Carrier Service Center (LCSC)
- f = Total number of Service Inquiries with LSRs received in the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Intervals
 - 0 – <= 3 days
 - >3 – <= 5 days
 - 0 – <= 5 days
 - >5 – <= 7 days
 - >7 – <= 10 days
 - >10 – <= 15 days
 - >15 days
- Average Interval measured in days

1. See O-9 for FOC Timeliness

Tennessee Interim Performance Metrics

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Total Number of Requests• SI Intervals• State and Region	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• xDSL (includes UNE unbundled ADSL, HDSL and UNE Unbundled Copper Loops)• Unbundled Interoffice Transport	<ul style="list-style-type: none">• 95% Returned <= 5 Business days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• Not Applicable	<ul style="list-style-type: none">• Not Applicable

O-11: Firm Order Confirmation and Reject Response Completeness

Definition

A response is expected from BellSouth for every Local Service Request transaction (version). More than one response or differing responses per transaction is not expected. Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses.

Exclusions

- Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified
- Non-Mechanized LSRs
- Scheduled OSS Maintenance

Business Rules

Mechanized – The number of FOCs or Auto Clarifications sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG).

Partially Mechanized – The number of FOCs or Rejects sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG), which fall out for manual handling by the LCSC personnel.

Total Mechanized – The number of the combination of Fully Mechanized and Partially Mechanized LSRs

Non-Mechanized – The number of FOCs or Rejects sent to the CLEC via FAX Server in response to manually submitted LSRs (date and time stamp in FAX Server).

Note: Manual (Non-Mechanized) LSRs have no version control by the very nature of the manual process, therefore, non-mechanized LSRs are not captured by this report.

For CLEC Results:

Firm Order Confirmation and Reject Response Completeness is determined in two dimensions:

Percent responses is determined by computing the number of Firm Order Confirmations and Rejects transmitted by BellSouth and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Percent of multiple responses is determined by computing the number of Local Service Request unique versions receiving more than one Firm Order Confirmation, Reject or the combination of the two and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Calculation

Single FOC/Reject Response Expected

Firm Order Confirmation / Reject Response Completeness = $(a / b) \times 100$

- a = Total Number of Service Requests for which a Firm Order Confirmation or Reject is Sent
- b = Total Number of Service Requests Received in the Report Period

Multiple or Differing FOC / Reject Responses Not Expected

Response Completeness = $[(a + b) / c] \times 100$

- a = Total Number of Firm Order Confirmations Per LSR Version
- b = Total Number of Reject Responses Per LSR Version
- c = Total Number of Service Requests (All Versions) Received in the Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- State and Region
- CLEC Specific
- CLEC Aggregate
- BellSouth Specific

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month <ul style="list-style-type: none"> Reject Interval Total Number of LSRs Total Number of Rejects 	<ul style="list-style-type: none"> Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> Resale Residence Resale Business Resale Design Resale PBX Resale Centrex Resale ISDN LNP (Standalone) INP (Standalone) 2W Analog Loop Design 2W Analog Loop Non - Design 2W Analog Loop With INP Design 2W Analog Loop With INP Non - Design 2W Analog Loop With LNP Design 2W Analog Loop With LNP Non - Design UNE Loop and Port Combinations Switch Ports UNE Combination Other UNE xDSL (ADSL, HDSL, UCL) Line Sharing UNE ISDN Loops UNE Other Design UNE Other Non - Design Local Interoffice Transport Local Interconnection Trunks 	<ul style="list-style-type: none"> 95% Returned

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> Fully Mechanized 	<ul style="list-style-type: none"> 95% Returned

O-12: Speed of Answer in Ordering Center

Definition

Measures the average time a customer is in queue.

Exclusions

None

Business Rules

The clock starts when the appropriate option is selected (i.e., 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BellSouth service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until a service representative in BellSouth's Local Carrier Service Center (LCSC) answers the CLEC call.

Calculation

Speed of Answer in Ordering Center = (a / b)

- a = Total seconds in queue
- b = Total number of calls answered in the Reporting Period

Report Structure

Aggregate

- CLEC – Local Carrier Service Center
- BellSouth
 - Business Service Center
 - Residence Service Center

Note: Combination of Residence Service Center and Business Service Center data.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Mechanized tracking through LCSC Automatic Call Distributor 	<ul style="list-style-type: none"> • Mechanized tracking through BellSouth Retail center support system.

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Aggregate <ul style="list-style-type: none"> • CLEC – Local Carrier Service Center • BellSouth <ul style="list-style-type: none"> - Business Service Center - Residence Service Center 	<ul style="list-style-type: none"> • Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-13: LNP-Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are never accepted and, therefore, are not included.

Exclusions

- Service Requests canceled by the CLEC
- Scheduled OSS Maintenance

Business Rules

An LSR is considered “rejected” when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of “Rejects” in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and “falls out” for manual handling. It is then put into “clarification”, and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Non-Mechanized: A valid LSR which is faxed or mailed to the BellSouth LCSC.

Calculation

LNP-Percent Rejected Service Requests = (a / b) X 100

- a = Number of Service Requests Rejected in the Reporting Period
- b = Number of Service Requests Received in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Not Applicable	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP • UNE Loop With LNP	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-14: LNP-Reject Interval Distribution & Average Reject Interval

Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as “Projects”
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
From 7:00 PM Saturday until 7:00 AM Monday

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BellSouth receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

An LSR is considered “rejected” when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of “Rejects” in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and “falls out” for manual handling. It is then put into “clarification”, and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Non-Mechanized: A valid LSR which is faxed or mailed to the BellSouth LCSC.

Calculation

Reject Interval = (a - b)

- a = Date & Time of Service Request Rejection
- b = Date & Time of Service Request Receipt

Average Reject Interval = (c / d)

- c = Sum of all Reject Intervals
- d = Total Number of Service Requests Rejected in Reporting Period

Tennessee Interim Performance Metrics

Reject Interval Distribution = (e / f) X 100

- e = Service Requests Rejected in reported interval
- f = Total Number of Service Requests Rejected in Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State, Region
- Fully Mechanized:
 - 0 - <= 4 minutes
 - >4 - <= 8 minutes
 - >8 - <= 12 minutes
 - >12 - <= 60 minutes
 - 0 - <= 1 hour
 - >1 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 12 hours
 - >12 - <= 16 hours
 - >16 - <= 20 hours
 - >20 - <= 24 hours
 - > 24 hours
- Partially Mechanized:
 - 0 - <= 1 hour
 - >1 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 10 hours
 - 0 - <= 10 hours
 - >10 - <= 18 hours
 - 0 - <= 18 hours
 - >18 - <= 24 hours
 - > 24 hours
- Non-Mechanized:
 - 0 - <= 1 hour
 - >1 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 12 hours
 - >12 - <= 16 hours
 - >16 - <= 20 hours
 - >20 - <= 24 hours
 - 0 - <= 24 hours
 - >24 hours
- Average Interval in Days or Hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Reject Interval• Total Number of LSRs• Total number of Rejects• State and Region	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• LNP• UNE Loop with LNP	<ul style="list-style-type: none">• Mechanized: 97% <= 1 Hour• Partially Mechanized: 85% <= 24 Hours• Partially Mechanized: 85% <= 18 Hours (05/01/01)• Partially Mechanized: 85% <= 10 Hours (08/01/01)• Non-Mechanized: 85% <= 24 Hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• Not Applicable	<ul style="list-style-type: none">• Not Applicable

O-15: LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as “Projects”
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM

From 7:00 PM Saturday until 7:00 AM Monday.

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM

From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt)

Average FOC Interval = (c / d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution (for each interval) = (e / f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

Tennessee Interim Performance Metrics
Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State and Region
- Fully Mechanized:
 - 0 - <= 15 minutes
 - >15 - <= 30 minutes
 - >30 - <= 45 minutes
 - >45 - <= 60 minutes
 - >60 - <= 90 minutes
 - >90 - <= 120 minutes
 - >120 - <= 180 minutes
 - 0 - <= 3 hours
 - >3 - <= 6 hours
 - >6 - <= 12 hours
 - >12 - <= 24 hours
 - >24 - <= 48 hours
 - >48 hours
- Partially Mechanized:
 - 0 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 10 hours
 - 0 - <= 10 hours
 - >10 - <= 18 hours
 - 0 - <= 18 hours
 - >18 - <= 24 hours
 - 0 - <= 24 hours
 - >24 - <= 48 hours
 - > 48 hours
- Non-Mechanized:
 - 0 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 12 hours
 - >12 - <= 16 hours
 - >16 - <= 20 hours
 - >20 - <= 24 hours
 - >24 - <= 36 hours
 - 0 - <= 36 hours
 - >36 - <= 48 hours
 - >48 hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month <ul style="list-style-type: none"> • Total Number of LSRs • Total Number of FOCs • State and Region 	<ul style="list-style-type: none"> • Not Applicable

O-15: LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• LNP• UNE Loop with LNP	<ul style="list-style-type: none">• Mechanized: 95% <= 3 Hours• Partially Mechanized: 85% <= 24 Hours• Partially Mechanized: 85% <= 18 Hours (05/01/01)• Partially Mechanized: 85% <= 10 Hours (08/01/01)• Non-Mechanized: 85% <= 36 hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• Not Applicable	<ul style="list-style-type: none">• Not Applicable

Section 3: Provisioning

P-1: Mean Held Order Interval & Distribution Intervals

Definition

When delays occur in completing CLEC orders, the average period that CLEC orders are held for BellSouth reasons, pending a delayed completion, should be no worse for the CLEC when compared to BellSouth delayed orders. Calculation of the interval is the total days orders are held and pending but not completed that have passed the currently committed due date; divided by the total number of held orders. This report is based on orders still pending, held and past their committed due date at the close of the reporting period. The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval.)

Exclusions

- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D) & From (F) orders
- Orders with appointment code of 'A' for Rural orders

Business Rules

Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the earliest committed due date on which BellSouth had a company missed appointment and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.

CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (Orders counted in >90 days are also included in > 15 days).

Calculation

Mean Held Order Interval = a / b

- a = Sum of held-over-days for all Past Due Orders Held for the reporting period
- b = Number of Past Due Orders Held and Pending But Not Completed and past the committed due date

Held Order Distribution Interval (for each interval) = $(c / d) \times 100$

- c = # of Orders Held for ≥ 15 days or # of Orders Held for ≥ 90 days
- d = Total # of Past Due Orders Held and Pending But Not Completed)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Circuit Breakout < 10, ≥ 10 (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Hold Reason • Total Line/circuit Count • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total Line/circuit Count • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

Definition

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC.

The interval is from the date/time the notice is released to the CLEC/BellSouth systems until 5pm on the commitment date of the order. The Percent of Orders is the percentage of orders given jeopardy notices for facility delay in the count of orders confirmed in the report period.

Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) & From (F) orders
- Non-Dispatch Orders

Business Rules

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. Jeopardy notices for interconnection trunks results are usually zero as these trunks seldom experience facility delays. The Committed due date is considered the Confirmed due date. This report measures dispatched orders only. If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.

Calculation

Jeopardy Interval = a - b

- a = Date and Time of Jeopardy Notice
- b = Date and Time of Scheduled Due Date on Service Order

Average Jeopardy Interval = c / d

- c = Sum of all jeopardy intervals
- d = Number of Orders Notified of Jeopardy in Reporting Period

Percent of Orders Given Jeopardy Notice = (e / f) X 100

- e = Number of Orders Given Jeopardy Notices in Reporting Period
- f = Number of Orders Confirmed (due) in Reporting Period)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch Orders
- Mechanized Orders
- Non-Mechanized Orders

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice Sent • Committed Due Date • Service Type <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Date and Time Jeopardy Notice Sent • Committed Due Date • Service Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
% Orders Given Jeopardy Notice	
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business (POTS Excluding Switch-Based Orders)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	• Retail Business and Residence
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non -Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• Average Jeopardy Notice Interval	• 95% >= 48 Hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-3: Percent Missed Installation Appointments

Definition

“Percent missed installation appointments” monitors the reliability of BellSouth commitments with respect to committed due dates to assure that the CLEC can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for Total misses and End User Misses.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders Test Orders, etc.)
- Disconnect (D) & From (F) orders
- End User Misses on Local Interconnection Trunks

Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of orders with completion dates in the reporting period that are past the original committed due date. Missed Appointments caused by end-user reasons will be included and reported separately. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The “due date” is any time on the confirmed due date. Which means there cannot be a cutoff time for commitments, as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

Calculation

Percent Missed Installation Appointments = (a / b) X 100

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Report in Categories of <10 lines/circuits >= 10 lines/circuits (except trunks)
- Dispatch/No Dispatch

Report Explanation: The difference between End User MA and Total MA is the result of BellSouth caused misses. Here, Total MA is the total percent of orders missed either by BellSouth or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• CLEC Order Number and PON (PON)• Committed Due Date (DD)• Completion Date (CMPLTN DD)• Status Type• Status Notice Date• Standard Order Activity• Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none">• Report Month• BellSouth Order Number• Committed Due Date (DD)• Completion Date (CMPLTN DD)• Status Type• Status Notice Date• Standard Order Activity• Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution

Definition

The “average completion interval” measure monitors the interval of time it takes BellSouth to provide service for the CLEC or its own customers. The “Order Completion Interval Distribution” provides the percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers on service orders.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D&F) orders (Except “D” orders associated with LNP Standalone)
- “L” Appointment coded orders (where the customer has requested a later than offered interval)

Business Rules

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BellSouth issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BellSouth’s actual order completion date. This includes all delays for BellSouth’s CLEC/End Users. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33-day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, >= 30 = 30 and greater.

Calculation

Completion Interval = (a - b)

- a = Completion Date
- b = Order Issue Date

Average Completion Interval = (c / d)

- c = Sum of all Completion Intervals
- d = Count of Orders Completed in Reporting Period

Order Completion Interval Distribution (for each interval) = (e / f) X 100

- e = Service Orders Completed in “X” days
- f = Total Service Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Residence & Business reported in day intervals = 0, 1, 2, 3, 4, 5, 5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >= 30
- All Levels are reported <10 line/circuits; >= 10 line/circuits (except trunks)
- ISDN Orders included in Non-Design

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Order Number (PON) • Application Date & Time (TICKET_ID) • Completion Date (CMLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Application Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In) 	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In) 	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In) 	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations <ul style="list-style-type: none"> - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based 	• Retail Residence and Business <ul style="list-style-type: none"> - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> UNE Combo Other <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In) 	<ul style="list-style-type: none"> Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL) without conditioning	• 7 Days
• UNE xDSL (HDSL, ADSL and UCL) with conditioning	• 14 Days
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL without conditioning	• 7 Days
• UNE xDSL with conditioning	• 14 Days
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

P-5: Average Completion Notice Interval

Definitions

The Completion Notice Interval is the elapsed time between the BellSouth reported completion of work and the issuance of a valid completion notice to the CLEC.

Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D&F orders (Exception: "D" orders associated with LNP Standalone)

Business Rules

Measurement on interval of completion date and time entered by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BellSouth of the completion status. The field technician notifies the CLEC the work was complete and then he/she enters the completion time stamp information in his/her computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order.

The start time for all orders is the completion stamp either by the field technician or the 5PM due date stamp; the end time for mechanized orders is the time stamp the notice was transmitted to the CLEC interface (LENS, EDI, OR TAG). For non-mechanized orders the end timestamp will be timestamp of order update to C-SOTS system.

Calculation

Completion Notice Interval = (a - b)

- a = Date and Time of Notice of Completion
- b = Date and Time of Work Completion

Average Completion Notice Interval = c / d

- c = Sum of all Completion Notice Intervals
- d = Number of Orders with Notice of Completion in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Reporting intervals in Hours; 0, 1-2, 2-4, 4-8, 8-12, 12-24, >= 24 plus Overall Average Hour Interval (The categories are inclusive of these time intervals: 0-1 = 0.99; 1-2 = 1-1.99; 2-4 = 2-3.99, etc.)
- Reported in categories of <10 line/circuits; >= 10 line/circuits (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number (so_nbr) • Work Completion Date (cmplt_n_dt) • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number (so_nbr) • Work Completion Date (cmplt_n_dt) • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
- Dispatch Out	- Dispatch Out
- Non-Dispatch	- Non-Dispatch
- Dispatch In	- Dispatch In
- Switch-Based	- Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • UNE Combo Other <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In) 	<ul style="list-style-type: none"> • Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-6: % Completions/Attempts without Notice or < 24 hours Notice

Definition

This Report measures the interval from the FOC end timestamp on the LSR until 5:00 P.M. on the original committed due date of a service order. The purpose of this measure is to report if BellSouth is returning a FOC to the CLEC in time for the CLEC to notify their customer of the scheduled date.

Exclusions

“0” dated orders or any request where the subscriber requested an earlier due date of < 24 hours prior to the original commitment date, or any LSR received < 24 hours prior to the original commitment date.

Business Rules

For CLEC Results:

Calculation would exclude any successful or unsuccessful service delivery where the CLEC was informed at least 24 hours in advance. BellSouth may also exclude from calculation any LSRs received from the requesting CLEC with less than 24 hour notice prior to the commitment date.

For BellSouth Results:

BellSouth does not provide a FOC to its retail customers.

Calculation

Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice = $(a / b) \times 100$

- a = Completion Dispatches (Successful and Unsuccessful) With No FOC or FOC Received < 24 Hours of original Committed Due Date
- b = All Completions

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch /Non-Dispatch
- Total Orders FOC < 24 Hours
- Total Completed Service Orders
- % FOC < 24 Hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Committed Due Date (DD)• FOC End Timestamp• Report Month• CLEC Order Number and PON• Geographic Scope<ul style="list-style-type: none">- State / Region	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop With LNP-Design • 2W Analog Loop With LNP Non-Design • 2W Analog Loop With INP-Design • 2W Analog Loop With INP Non-Design • UNE Digital Loop < DS1 • UNE Digital Loop >=DS1 • UNE Loop + Port Combinations • UNE Switch ports • UNE Combo Other • UNE xDSL (HDSL, ADSL and UCL) • UNE ISDN • UNE Line Sharing • UNE Other Design • UNE Other Non -Design • Local Transport (Unbundled Interoffice Transport) • Local Interconnection Trunks 	<ul style="list-style-type: none"> • Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

P-6: % Completions/Attempts without Notice or < 24 hours Notice

P-7: Coordinated Customer Conversions Interval

Definition

This report measures the average time it takes BellSouth to disconnect an unbundled loop from the BellSouth switch and cross connect it to CLEC equipment. This measurement applies to service orders with INP and with LNP, and where the CLEC has requested BellSouth to provide a coordinated cut over.

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement
- Delays due to CLEC following disconnection of the unbundled loop
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested

Business Rules

When the service order includes INP, the interval includes the total time for the cut over including the translation time to place the line back in service on the ported line. When the service order includes LNP, the interval only includes the total time for the cut over (the port of the number is controlled by the CLEC). The interval is calculated for the entire cut over time for the service order and then divided by items worked in that time to give the average per-item interval for each service order.

Calculation

Coordinated Customer Conversions Interval = (a - b)

- a = Completion Date and Time for Cross Connection of a Coordinated Unbundled Loop
- b = Disconnection Date and Time of an Coordinated Unbundled Loop

Percent Coordinated Customer Conversions (for each interval) = (c / d) X 100

- c = Total number of Coordinated Customer Conversions for each interval
- d = Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- The interval breakout is 0-5 = 0-4.99, 5-15 = 5-14.99, >=15 = 15 and greater, plus Overall Average Interval.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• CLEC Order Number• Committed Due Date (DD)• Service Type (CLASS_SVC_DESC)• Cut over Start Time• Cut over Completion Time• Portability Start and Completion Times (INP orders)• Total Conversions (Items) <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none">• No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Unbundled Loops with INP/LNP• Unbundled Loops without INP/LNP	<ul style="list-style-type: none">• 95% <= 15 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Unbundled Loops	• 95% <= 15 minutes

P-7A: Coordinated Customer Conversions – Hot Cut Timeliness% Within Interval and Average Interval

Definition

This category measures whether BellSouth begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. It measures the percentage of orders where the cut begins within 15 minutes of the requested start time of the order and the average interval.

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement
- Delays caused by the CLEC
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested
- All unbundled loops on multiple loop orders after the first loop

Business Rules

This report measures whether BellSouth begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. The cut is considered on time if it starts 15 minutes before or after the requested start time. Using the scheduled time and the actual cut over start time, the measurement will calculate the percent within interval and the average interval. If a cut involves multiple lines, the cut will be considered “on time” if the first line is cut within the interval. ≤ 15 minutes includes intervals that began 15:00 minutes or less before the scheduled cut time and cuts that began 15 minutes or less after the scheduled cut time; >15 minutes, ≤ 30 minutes includes cuts within 15:00 – 30:00 minutes either prior to or after the scheduled cut time; >30 minutes includes cuts greater than 30:00 minutes either prior to or after the scheduled cut time.

Calculation

% within Interval = $(a / b) \times 100$

- a = Total Number of Coordinated Unbundled Loop Orders for the interval
- b = Total Number of Coordinated Unbundled Loop Orders for the reporting period

Interval = $(c - d)$

- c = Scheduled Time for Cross Connection of a Coordinated Unbundled Loop Order
- d = Actual Start Date and Time of a Coordinated Unbundled Loop Order

Average Interval = (e / f)

- Sum of all Intervals
- Total Number of Coordinated Unbundled Loop Orders for the reporting period.

Report Structure

- CLEC Specific
- CLEC Aggregate
Reported in intervals of early, on time and late cuts % ≤ 15 minutes; % >15 minutes, ≤ 30 minutes; % > 30 minutes, plus Overall Average Interval.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• CLEC Order Number (so_nbr)• Committed Due Date (DD)• Service Type (CLASS_SVC_DESC)• Cut over Scheduled Start Time• Cut over Actual Start Time• Total Conversions Orders <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none">• No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Product Reporting Level<ul style="list-style-type: none">- SL1 Time Specific- SL1 Non-Time Specific- SL2 Time Specific- SL2 Non-Time Specific	<ul style="list-style-type: none">• 95% Within + or – 15 minutes of Scheduled Start Time

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• UNE Loops	<ul style="list-style-type: none">• 95% Within + or – 15 minutes of Scheduled Start time

P-7B: Coordinated Customer Conversions – Average Recovery Time

Definition

Measures the time between notification and resolution by BellSouth of a service outage found that can be isolated to the BellSouth side of the network. The time between notification and resolution by BellSouth must be measured to ensure that CLEC customers do not experience unjustifiable lengthy service outages during a Coordinated Customer Conversion. This report measures outages associated with Coordinated Customer Conversions prior to service order completion.

Exclusions

- Cut overs where service outages are due to CLEC caused reasons
- Cut overs where service outages are due to end-user caused reasons

Business Rules

Measures the outage duration time related to Coordinated Customer Conversions from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The duration time is defined as the time from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The interval is calculated on the total outage time for the circuits divided by the total number of outages restored during the report period to give the average outage duration.

Calculation

Recovery Time = (a - b)

- a = Date & Time That Trouble is Closed by CLEC
- b = Date & Time Initial Trouble is Opened with BellSouth

Average Recovery Time = (c / d)

- c = Sum of all the Recovery Times
- d = Number of Troubles Referred to the BellSouth

Report Structure

- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• CLEC Company Name• CLEC Order Number (so_nbr)• Committed Due Date (DD)• Service Type (CLASS_SVC_DESC)• CLEC Acceptance Conflict (CLEC_CONFLICT)• CLEC Conflict Resolved (CLEC_RESOLVE)• CLEC Conflict MFC (CLEC_CONFLICT_MFC)• Total Conversion Orders <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none">• None

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Unbundled Loops with INP/LNP• Unbundled Loops without INP/LNP	<ul style="list-style-type: none">• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order

Definition

Percent Provisioning Troubles received within 7 days of a completed service order associated with a Coordinated and Non-Coordinated Customer Conversion. Measures the quality and accuracy of Hot Cut Conversion Activities.

Exclusions

- Any order canceled by the CLEC
- Troubles caused by Customer Provided Equipment

Business Rules

Measures the quality and accuracy of completed service orders associated with Coordinated and Non-Coordinated Hot Cut Conversions. The first trouble report received on a circuit ID within 7 days following a service order completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed Coordinated and Non-Coordinated Hot Cut Conversion service orders and following 7 days after the completion of the service order for a trouble report issue date.

Calculation

% Provisioning Troubles within 7 days of service order completion = $(a / b) \times 100$

- a = The sum of all Hot Cut Circuits with a trouble within 7 days following service order(s) completion
- b = The total number of Hot Cut service order circuits completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number (so_nbr) • PON • Order Submission Date (TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope • Total Conversion Circuits <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • UNE Loop Design • UNE Loop Non-Design 	<ul style="list-style-type: none"> • $\leq 5\%$

P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE Loops	• <= 5%

P-8: Cooperative Acceptance Testing - % of xDSL Loops Tested

Definition

The loop will be considered cooperatively tested when the BellSouth technician places a call to the CLEC representative to initiate cooperative testing and jointly performs the tests with the CLEC.

Exclusions

- Testing failures due to CLEC (incorrect contact number, CLEC not ready, etc.)
- xDSL lines with no request for cooperative testing

Business Rules

When a BellSouth technician finishes delivering an order for an xDSL loop where the CLEC order calls for cooperative testing at the customer's premise, the BellSouth technician is to call a toll free number to the CLEC testing center. The BellSouth technician and the CLEC representative at the center then test the line. As an example of the type of testing performed, the testing center may ask the technician to put a short on the line so that the center can run a test to see if it can identify the short.

Calculation

Cooperative Acceptance Testing - % of xDSL Loops Tested = (a / b) X 100

- a = Total number of successful xDSL cooperative tests for xDSL lines where cooperative testing was requested in the reporting period
- b = Total Number of xDSL line tests requested by the CLEC and scheduled in the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Type of Loop tested

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• CLEC Company Name (OCN)• CLEC Order Number (so_nbr) and PON (PON)• Committed Due Date (DD)• Service Type (CLASS_SVC_DESC)• Acceptance Testing Completed (ACCEPT_TESTING)• Acceptance Testing Declined (ACCEPT_TESTING)• Total xDSL Orders <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none">• No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	SQM Analog/Benchmark:
<ul style="list-style-type: none">• UNE xDSL<ul style="list-style-type: none">- ADSL- HDSL- UCL- OTHER	<ul style="list-style-type: none">• 95% of Lines Tested

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE xDSL	• 95% of Lines Tested

P-9: % Provisioning Troubles within 30 days of Service Order Completion

Definition

Percent Provisioning Troubles within 30 days of Service Order Completion measures the quality and accuracy of Service order activities.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D & F orders
- Trouble reports caused and closed out to Customer Provided Equipment (CPE)

Business Rules

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion of the service order for a trouble report issue date.

D & F orders are excluded as there is no subsequent activity following a disconnect.

Note: Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

Calculation

% Provisioning Troubles within 30 days of Service Order Activity = (a / b) X 100

- a = Trouble reports on all completed orders 30 days following service order(s) completion
- b = All Service Orders completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits (except trunks)
- Dispatch / No Dispatch (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Order Submission Date (TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence

Tennessee Interim Performance Metrics

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Business	• Retail business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business (POTS - Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• INP (Standalone)	• Retail Residence and Business (POTS)
• LNP (Standalone)	• Retail Residence and Business (POTS)
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• UNE Other Non-Design	• Retail Residence and Business
• UNE Other Design	• Retail Design
• Local Interconnection Trunks	• Parity with Retail

P-9: % Provisioning Troubles within 30 days of Service Order Completion

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

P-10: Total Service Order Cycle Time (TSOCT)

Definition

This report measures the total service order cycle time from receipt of a valid service order request to the return of a completion notice to the CLEC Interface.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D (Disconnect - Except "D" orders associated with LNP Standalone.) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address)
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes

Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval. For UNE XDSL Loop, this measurement combines Service Inquiry Interval (SI), FOC Timeliness, Average Completion Interval, and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI) and the BellSouth Legacy Systems. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

Calculation

Total Service Order Cycle Time = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

Average Total Service Order Cycle Time = (c / d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

Total Service Order Cycle Time Interval Distribution (for each interval) = (e / f) X 100

- e = Total Number of Service Requests Completed in "X" minutes/hours
- f = Total Number of Service Requests Received in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of <10 line/circuits; >= 10 line/circuits (except trunks)
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >= 30 Days. The interval breakout is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, >= 30 = 30 and greater.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Interval for FOC • CLEC Company Name (OCN) • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Completion Notice Date and Time • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop With LNP Design • 2W Analog Loop With LNP Non-Design • UNE Switch Ports • UNE Loop + Port Combinations • UNE Combo Other • UNE xDSL (HDSL, ADSL and UCL) • UNE ISDN • UNE Line Sharing • UNE Other Design • UNE Other Non -Design • UNE Digital Loops < DS1 • UNE Digital Loops >= DS1 • Local Transport (Unbundled Interoffice Transport) • Local Interconnection Trunks 	<ul style="list-style-type: none"> • Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-10: Total Service Order Cycle Time (TSOCT)

P-11: Service Order Accuracy

Definition

The “service order accuracy” measurement measures the accuracy and completeness of a sample of BellSouth service orders by comparing what was ordered and what was completed.

Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D & F orders

Business Rules

A statistically valid sample of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BellSouth. An order is “completed without error” if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order. For both small and large sample sizes, when a Service Request cannot be matched with a corresponding Service Order, it will not be counted. For small sample sizes an effort will be made to replace the service request.

Calculation

Percent Service Order Accuracy = $(a \div b) \times 100$

- a = Orders Completed without Error
- b = Orders Completed in Reporting Period

Report Structure

- CLEC Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits
- Dispatch / No Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• CLEC Order Number and PON• Local Service Request (LSR)• Order Submission Date• Committed Due Date• Service Type• Standard Order Activity	<ul style="list-style-type: none">• No BellSouth Analog Exist

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Resale Residence• Resale Business• Resale Design (Specials)• UNE Specials (Design)• UNE (Non-Design)• Local Interconnection Trunks	<ul style="list-style-type: none">• 95% Accurate

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• Resale Residence• Resale Business• Resale Design (Specials)• UNE Specials (Design)• UNE (Non-Design)• Local Interconnection Trunks	<ul style="list-style-type: none">• 95% Accurate

P-12: LNP-Percent Missed Installation Appointments

Definition

“Percent missed installation appointments” monitors the reliability of BellSouth commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for total misses and End User Misses.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable

Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The “due date” is any time on the confirmed due date, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours.

Calculation

LNP Percent Missed Installation Appointments = $(a / b) \times 100$

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State/Region
- Report in Categories of <10 lines/circuits >= 10 lines/circuits (except trunks)

Report explanation: Total Missed Appointments is the total percent of orders missed either by BellSouth or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BellSouth caused misses.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• CLEC Order Number and PON (PON)• Committed Due Date (DD)• Completion Date (CMPLTN DD)• Status Type• Status Notice Date• Standard Order Activity• Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP	• Retail Residence and Business (POTS)

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• LNP	• 95% Due Dates Met ^a

^aDue to data structure issues, BellSouth is using a benchmark comparison for SEEM rather than the Truncated Z as stated in the Order.

P-13: LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution

Definition

Disconnect Timeliness is defined as the interval between the time ESI Number Manager receives the valid 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time the Disconnect is completed in the Central Office switch. This interval effectively measures BellSouth responsiveness by isolating it from impacts that are caused by CLEC related activities.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable.

Business Rules

The Disconnect Timeliness interval is determined for each telephone number ported associated with a disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BellSouth receives a valid 'Number Ported' message in ESI Number Manager (signifying the CLEC 'Activate') for each telephone number ported until each telephone number on the service order is disconnected in the Central Office switch. Elapsed time for each ported telephone number is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected telephone numbers disconnected in the reporting period.

Calculation

Disconnect Timeliness Interval = (a - b)

- a = Completion Date and Time in Central Office switch for each number on disconnect order
- b = Valid 'Number Ported' message received date & time

Average Disconnect Timeliness Interval = (c / d)

- c = Sum of all Disconnect Timeliness Intervals
- d = Total Number of disconnected numbers completed in reporting period

Disconnect Timeliness Interval Distribution (for each interval) = (e / f) X 100

- e = Disconnected numbers completed in "X" days
- f = Total disconnect numbers completed in reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State, Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none">• Order Number• Telephone Number / Circuit Number• Committed Due Date• Receipt Date / Time (ESI Number Manager)• Date/Time of Recent Change Notice	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• LNP	• 95% within 15 Minutes

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-14: LNP-Total Service Order Cycle Time (TSOCT)

Definition

Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable
- "L" appointment coded orders (indicating the customer has requested a later than offered interval)
- "S" missed appointment coded orders (indicating subscriber missed appointments), except for "SP" codes (indicating subscriber prior due date requested). This would include "S" codes assigned to subsequent due date changes.

Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI). Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day.

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

Calculation

Total Service Order Cycle Time = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

Average Total Service Order Cycle Time = (c / d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

Total Service Order Cycle Time Interval Distribution (for each interval) = (e / f) X 100

- e = Total Number of Service Orders Completed in "X" minutes/hours
- f = Total Number of Service Orders Received in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of < 10 lines/circuits; >= lines/circuits (except trunks)
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >= 30 Days. The interval breakout is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, >= 30 = 30 and greater.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Interval for FOC• CLEC Company Name (OCN)• Order Number (PON)• Submission Date & Time (TICKET_ID)• Completion Date (CMPLTN_DT)• Completion Notice Date and Time• Service Type (CLASS_SVC_DESC)• Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file</p>	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• LNP	<ul style="list-style-type: none">• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• Not Applicable	<ul style="list-style-type: none">• Not Applicable

Section 4: Maintenance & Repair

M&R-1: Missed Repair Appointments

Definition

The percent of trouble reports not cleared by the committed date and time.

Exclusions

- Trouble tickets canceled at the CLEC request
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

Business Rules

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BellSouth personnel clear the trouble and closes the trouble report in his/her Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a “Missed Commitment” or a missed repair appointment. When the data for this measure is collected for BellSouth and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BellSouth reasons. (No access reports are not part of this measure because they are not a missed appointment.)

Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

Calculation

Percentage of Missed Repair Appointments = (a / b) X 100

- a = Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time
- b = Total Trouble reports closed in Reporting Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• CLEC Company Name• Submission Date & Time (TICKET_ID)• Completion Date (CMPLTN_DT)• Service Type (CLASS_SVC_DESC)• Disposition and Cause (CAUSE_CD & CAUSE_DESC)• Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none">• Report Month• BellSouth Company Code• Submission Date & Time• Completion Date• Service Type• Disposition and Cause (Non-Design /Non-Special Only)• Trouble Code (Design and Trunking Services)• Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-2: Customer Trouble Report Rate

Definition

Percent of initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/circuits in service.

Exclusions

- Trouble tickets canceled at the CLEC request
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

Business Rules

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total “number of service” lines, ports or combination that exist for the CLECs and BellSouth respectively at the end of the report month.

Calculation

Customer Trouble Report Rate = (a / b) X 100

- a = Count of Initial and Repeated Trouble Reports closed in the Current Period
- b = Number of Service Access Lines in service at End of the Report Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable

SQM Level of Disaggregation	SQM Analog/Benchmark
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-3: Maintenance Average Duration

Definition

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions

- Trouble tickets canceled at the CLEC request
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

Business Rules

For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored and the BellSouth or CLEC customer is notified (when the technician completes the trouble ticket on his/her CAT or work systems).

Calculation

Maintenance Duration = (a - b)

- a = Date and Time of Service Restoration
- b = Date and Time Trouble Ticket was Opened

Average Maintenance Duration = (c / d)

- c = Total of all maintenance durations in the reporting period
- d = Total Closed Troubles in the reporting period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Total Tickets (LINE_NBR)• CLEC Company Name• Ticket Submission Date & Time (TICKET_ID)• Ticket Completion Date (CMPLTN_DT)• Service Type (CLASS_SVC_DESC)• Disposition and Cause (CAUSE_CD & CAUSE_DESC)• Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none">• Report Month• Total Tickets• BellSouth Company Code• Ticket Submission Date• Ticket Submission Time• Ticket Completion Date• Ticket Completion Time• Total Duration Time• Service Type• Disposition and Cause (Non-Design /Non-Special Only)• Trouble Code (Design and Trunking Services)• Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Resale Residence	<ul style="list-style-type: none">• Retail Residence
<ul style="list-style-type: none">• Resale Business	<ul style="list-style-type: none">• Retail Business

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-4: Percent Repeat Troubles within 30 Days

Definition

Closed trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles closed reported

Exclusions

- Trouble tickets canceled at the CLEC request
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

Business Rules

Includes Customer trouble reports received within 30 days of an original Customer trouble report.

Calculation

Percent Repeat Troubles within 30 Days = (a / b) X 100

- a = Count of closed Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days
- b = Total Trouble Reports Closed in Reporting Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-5: Out of Service (OOS) > 24 Hours

Definition

For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of Total OOS Troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

Exclusions

- Trouble Reports canceled at the CLEC request
- BellSouth Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles

Business Rules

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS/WFA and the trouble is counted if the elapsed time exceeds 24 hours.

Calculation

Out of Service (OOS) > 24 hours = (a / b) X 100

- a = Total Cleared Troubles OOS > 24 Hours
- b = Total OOS Troubles in Reporting Period

Report Structure

- Dispatch/Non - Dispatch
- CLEC Specific
- BellSouth Aggregate
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMLTN_DT) • Percentage of Customer Troubles out of • Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non-Design/Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

M&R-6: Average Answer Time – Repair Centers

Definition

This measures the average time a customer is in queue when calling a BellSouth Repair Center.

Exclusions

None

Business Rules

The clock starts when a CLEC Representative or BellSouth customer makes a choice on the Repair Center's menu and is put in queue for the next repair attendant. The clock stops when the repair attendant answers the call (abandoned calls are not included).

Note: The Total Column is a combined BellSouth Residence and Business number.

Calculation

Answer Time for BellSouth Repair Centers = (a - b)

- a = Time BellSouth Repair Attendant Answers Call
- b = Time of entry into queue after ACD Selection

Average Answer Time for BellSouth Repair Centers = (c / d)

- c = Sum of all Answer Times
- d = Total number of calls by reporting period

Report Structure

- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• CLEC Average Answer Time	• BellSouth Average Answer Time

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region. CLEC/BellSouth Service Centers and BellSouth Repair Centers are regional.	• For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BellSouth Repair Centers.

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

M&R-6: Average Answer Time – Repair Centers

M&R-7: Mean Time To Notify CLEC of Network Outages

Definition

This report measures the time it takes for the BellSouth Network Management Center (NMC) to notify the CLEC of major network outages.

Exclusions

None

Business Rules

BellSouth will inform the CLEC of any major network outages (key customer accounts) via a page or email. When the BellSouth NMC becomes aware of a network incident, the CLEC and BellSouth will be notified electronically. The notification time for each outage will be measured in minutes and divided by the number of outages for the reporting period. These are broadcast messages. It is up to those receiving the message to determine if they have customers affected by the incident.

The CLECs will be notified in accordance with the rules outlined in Appendix D of the CLEC "Customer Guide" which is published on the internet at: www.interconnection.bellsouth.com/guides/other_guides/html/gopue/indexf.htm.

Calculation

Time to Notify CLEC = (a - b)

- a = Date and Time BellSouth Notified CLEC
- b = Date and Time BellSouth Detected Network Incident

Mean Time to Notify CLEC = (c / d)

- c = Sum of all Times to Notify CLEC
- d = Count of Network Incidents

Report Structure

- BellSouth Aggregate
- CLEC Aggregate
- CLEC Specific

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Major Network Events• Date/Time of Incident• Date/Time of Notification	<ul style="list-style-type: none">• Report Month• Major Network Events• Date/Time of Incident• Date/Time of Notification

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• BellSouth Aggregate• CLEC Aggregate• CLEC Specific	<ul style="list-style-type: none">• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 5: Billing

B-1: Invoice Accuracy

Definition

This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.

Exclusions

- Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)
- Test Accounts

Business Rules

The accuracy of billing invoices delivered by BellSouth to the CLEC must enable them to provide a degree of billing accuracy comparative to BellSouth bills rendered to retail customers of BellSouth. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.

Calculation

$$\text{Invoice Accuracy} = [(a - b) / a] \times 100$$

- a = Absolute Value of Total Billed Revenues during current month
- b = Absolute Value of Billing Related Adjustments during current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - Region
 - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Invoice Type<ul style="list-style-type: none">- UNE- Resale- Interconnection• Total Billed Revenue• Billing Related Adjustments	<ul style="list-style-type: none">• Report Month• Retail Type<ul style="list-style-type: none">- CRIS- CABS• Total Billed Revenue• Billing Related Adjustments

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">Product/Invoice Type<ul style="list-style-type: none">ResaleUNEInterconnection	<ul style="list-style-type: none">CLEC Invoice Accuracy is comparable to BellSouth Invoice Accuracy

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">CLEC StateBellSouth State	<ul style="list-style-type: none">Parity With Retail

B-2: Mean Time to Deliver Invoices

Definition

Bill Distribution is calculated as follows: CRIS BILLS-The number of workdays is reported for CRIS bills. This is calculated by counting the Bill Period date as the first work day. Weekends and holidays are excluded when counting workdays. J/N Bills are counted in the CRIS work day category for the purposes of the measurement since their billing account number (Q account) is provided from the CRIS system.

CABS BILLS-The number of calendar days is reported for CABS bills. This is calculated by counting the day following the Bill Period date as the first calendar day. Weekends and holidays are included when counting the calendar days.

Exclusions

Any invoices rejected due to formatting or content errors.

Business Rules

This report measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.

Calculation

Invoice Timeliness = (a - b)

- a = Invoice Transmission Date
- b = Close Date of Scheduled Bill Cycle

Mean Time To Deliver Invoices = (c / d)

- c = Sum of all Invoice Timeliness intervals
- d = Count of Invoices Transmitted in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - Region
 - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Invoice Type<ul style="list-style-type: none">- UNE- Resale- Interconnection• Invoice Transmission Count• Date of Scheduled Bill Close	<ul style="list-style-type: none">• Report Month• Invoice Type<ul style="list-style-type: none">- CRIS- CABS• Invoice Transmission Count• Date of Scheduled Bill Close

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type <ul style="list-style-type: none">• Resale• UNE• Interconnection	<ul style="list-style-type: none">• CRIS-based invoices will be released for delivery within six (6) business days.• CABS-based invoices will be released for delivery within eight (8) calendar days.• CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BellSouth Average delivery for both systems.

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• CLEC State<ul style="list-style-type: none">- CRIS- CABS• BellSouth Region	<ul style="list-style-type: none">• Parity with Retail

B-3: Usage Data Delivery Accuracy

Definition

This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.

Exclusions

None

Business Rules

The accuracy of the data delivery of usage records delivered by BellSouth to the CLEC must enable them to provide a degree of accuracy comparative to BellSouth bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.

Calculation

Usage Data Delivery Accuracy = $(a - b) / a \times 100$

- a = Total number of usage data packs sent during current month
- b = Total number of usage data packs requiring retransmission during current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Record Type<ul style="list-style-type: none">- BellSouth Recorded- Non-BellSouth Recorded	<ul style="list-style-type: none">• Report Month• Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Region	<ul style="list-style-type: none">• CLEC Usage Data Delivery Accuracy is comparable to BellSouth Usage Data Delivery Accuracy

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

Tennessee Interim Performance Metrics

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• CLEC State• BellSouth Region	<ul style="list-style-type: none">• Parity With Retail

B-3: Usage Data Delivery Accuracy

B-4: Usage Data Delivery Completeness

Definition

This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BellSouth messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.

Calculation

Usage Data Delivery Completeness = $(a / b) \times 100$

- a = Total number of Recorded usage records delivered during current month that are within thirty (30) days of the message recording date
- b = Total number of Recorded usage records delivered during the current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Record Type<ul style="list-style-type: none">- BellSouth Recorded- Non-BellSouth Recorded	<ul style="list-style-type: none">• Report Month• Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Region	<ul style="list-style-type: none">• CLEC Usage Data Delivery Completeness is comparable to BellSouth Usage Data Delivery Completeness

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

Tennessee Interim Performance Metrics

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-4: Usage Data Delivery Completeness

B-5: Usage Data Delivery Timeliness

Definition

This measurement provides a percentage of recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMD5. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BellSouth receives the records to the date BellSouth distributes to the CLEC. Method of delivery is at the option of the CLEC.

Calculation

Usage Data Delivery Timeliness Current month = (a / b) X 100

- a = Total number of usage records sent within six (6) calendar days from initial recording/receipt
- b = Total number of usage records sent

Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Record Type<ul style="list-style-type: none">- BellSouth Recorded- Non-BellSouth Recorded	<ul style="list-style-type: none">• Report Month• Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Region	<ul style="list-style-type: none">• CLEC Usage Data Delivery Timeliness is comparable to BellSouth Usage Data Delivery Timeliness

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-6: Mean Time to Deliver Usage

Definition

This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of this measurement is to demonstrate the average number of days it takes BellSouth to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.

Calculation

Mean Time to Deliver Usage = $(a \times b) / c$

- a = Volume of Records Delivered
- b = Estimated number of days to deliver
- c = Total Record Volume Delivered

Note: Any usage record falling in the 30+ day interval will be added using an average figure of 31.5 days.

Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Record Type<ul style="list-style-type: none">- BellSouth Recorded- Non-BellSouth Recorded	<ul style="list-style-type: none">• Report Month• Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Region	<ul style="list-style-type: none">• Mean Time to Deliver Usage to CLEC is comparable to Mean Time to Deliver Usage to BellSouth.

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

Tennessee Interim Performance Metrics

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-6: Mean Time to Deliver Usage

B-7: Recurring Charge Completeness

Definition

This measure captures percentage of fractional recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

Calculation

Recurring Charge Completeness = (a / b) X 100

- a = Count of fractional recurring charges that are on the correct bill¹
- b = Total count of fractional recurring charges that are on the correct bill

¹Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Invoice Type• Total Recurring Charges Billed• Total Billed on Time	<ul style="list-style-type: none">• Report Month• Retail Analog• Total Recurring Charges Billed• Total Billed on Time

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type	
<ul style="list-style-type: none">• Resale	<ul style="list-style-type: none">• Parity
<ul style="list-style-type: none">• UNE	<ul style="list-style-type: none">• Benchmark 90%
<ul style="list-style-type: none">• Interconnection	<ul style="list-style-type: none">• Benchmark 90%

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

Tennessee Interim Performance Metrics

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-7: Recurring Charge Completeness

B-8: Non-Recurring Charge Completeness

Definition

This measure captures percentage of non-recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the non-recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

Calculation

Non-Recurring Charge Completeness = (a / b) X 100

- a = Count of non-recurring charges that are on the correct bill¹
- b = Total count of non-recurring charges that are on the correct bill

¹Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Invoice Type • Total Non-recurring Charges Billed • Total Billed on Time 	<ul style="list-style-type: none"> • Report Month • Retail Analog • Total Non-recurring Charges Billed • Total Billed on Time

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type	
• Resale	• Parity
• UNE	• Benchmark 90%
• Interconnection	• Benchmark 90%

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

Tennessee Interim Performance Metrics

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-8: Non-Recurring Charge Completeness

Section 6: Operator Services And Directory Assistance

OS-1: Speed to Answer Performance/Average Speed to Answer - Toll

Definition

Measurement of the average time in seconds calls wait before answered by a toll operator.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

Speed to Answer Performance/Average Speed to Answer - Toll = a / b

- a = Total queue time
- b = Total calls answered

Note: Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
 - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• None	<ul style="list-style-type: none">• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

OS-2: Speed to Answer Performance/Percent Answered with “X” Seconds - Toll

Definition

Measurement of the percent of toll calls that are answered in less than ten seconds.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

The Percent Answered within “X” Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within “X” seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
 - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

DA-1: Speed to Answer Performance/Average Speed to Answer - Directory Assistance (DA)

Definition

Measurement of the average time in seconds calls wait before answered by a DA operator.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA) = a / b

- a = Total queue time
- b = Total calls answered

Note: Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
 - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (DA)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

DA-1: Speed to Answer Performance/Average Speed to Answer - Directory Assistance (DA)

DA-2: Speed to Answer Performance/Percent Answered within “X” Seconds - Directory Assistance (DA)

Definition

Measurement of the percent of DA calls that are answered in less than twelve seconds.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

The Percent Answered within “X” Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within “X” seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
 - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.
- Month
- Call Type (DA)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 7: Database Update Information

D-1: Average Database Update Interval

Definition

This report measures the interval from receipt of the database change request to the completion of the update to the database for Line Information Database (LIDB), Directory Assistance and Directory Listings. For E-911, see Section 8.

Exclusions

- Updates Canceled by the CLEC
- Initial update when supplemented by CLEC
- BellSouth updates associated with internal or administrative use of local services

Business Rules

The interval for this measure begins with the date and time stamp when a service order is completed and the completion notice is released to all systems to be updated with the order information including Directory Assistance, Directory Listings, and Line Information Database (LIDB). The end time stamp is the date and time of completion of updates to the system.

For BellSouth Results:

The BellSouth computation is identical to that for the CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- For LIDB, the elapsed time for a BellSouth update is measured from the point in time when the BellSouth file maintenance process makes the LIDB update information available until the date and time reported by BellSouth that database updates are completed.
- Results for the CLECs are captured and reported at the update level by Reporting Dimension (see below).
- The Completion Date is the date upon which BellSouth issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to BellSouth initiated changes), then the update submission date and time will be the date and time of BellSouth receipt of a syntactically correct update supplement. Update activities responding to BellSouth initiated changes will not result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays; however, scheduled maintenance windows are excluded.

Calculation

Update Interval = (a - b)

- a = Completion Date & Time of Database Update
- b = Submission Date and Time of Database Change

Average Update Interval = (c / d)

- c = Sum of all Update Intervals
- d = Total Number of Updates Completed During Reporting Period

Report Structure

- CLEC Specific (Under development)
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Database File Submission Time• Database File Update Completion Time• CLEC Number of Submissions• Total Number of Updates	<ul style="list-style-type: none">• Database File Submission Time• Database File Update Completion Time• BellSouth Number of Submissions• Total Number of Updates

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	SQM Analog/Benchmark:
Database Type <ul style="list-style-type: none">• LIDB• Directory Listings• Directory Assistance	<ul style="list-style-type: none">• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• Not Applicable	<ul style="list-style-type: none">• Not Applicable

D-2: Percent Database Update Accuracy

Definition

This report measures the accuracy of database updates by BellSouth for Line Information Database (LIDB), Directory Assistance, and Directory Listings using a statistically valid sample of LSRs/Orders in a manual review. This manual review is not conducted on BellSouth Retail Orders.

Exclusions

- Updates canceled by the CLEC
- Initial update when supplemented by CLEC
- CLEC orders that had CLEC errors
- BellSouth updates associated with internal or administrative use of local services

Business Rules

For each update completed during the reporting period, the original update that the CLEC sent to BellSouth is compared to the database following completion of the update by BellSouth. An update is “completed without error” if the database completely and accurately reflects the activity specified on the original and supplemental update (order) submitted by the CLEC. Each database (LIDB, Directory Assistance, and Directory Listings) should be separately tracked and reported.

A statistically valid sample of CLEC Orders are pulled each month. That sample will be used to test the accuracy of the database update process. This is a manual process.

Calculation

Percent Update Accuracy = $(a / b) \times 100$

- a = Number of Updates Completed Without Error
- b = Number Updates Completed

Report Structure

- CLEC Aggregate
- CLEC Specific (not available in this report)
- BellSouth Aggregate (not available in this report)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• CLEC Order Number (so_nbr) and PON (PON)• Local Service Request (LSR)• Order Submission Date• Number of Orders Reviewed <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Database Type <ul style="list-style-type: none">• LIDB• Directory Assistance• Directory Listings	<ul style="list-style-type: none">• 95% Accurate

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date

Definition

Measurement of the percent of NXX(s) and Location Routing Numbers LRN(s) loaded in end office and/or tandem switches by the Local Exchange Routing Guide (LERG) effective date when facilities are in place. BellSouth has a single provisioning process for both NXX(s) and LRN(s). In this measure, BellSouth will identify whether or not a particular NXX has been flagged as LNP capable (set triggers for dips) by the LERG effective date.

An LRN is assigned by the owner of the switch and is placed into the software translations for every switch to be used as an administrative pointer to route NXX(s) in LNP capable switches. The LRN is a result of Local Number Porting and is housed in a national database provided by the Number Portability Administration Center (NPAC). The switch owner is responsible for notifying NPAC and requesting the effective date that will be reflected in the LERG. The national database downloads routing tables into BellSouth Service Control Point (SCP) regional databases, which are queried by switches when routing ported numbers.

The basic NXX routing process includes the addition of all NXX(s) in the response translations. This addition to response translations is what supports LRN routing. Routing instructions for all NXX(s), including LRN(s), are received from the Advance Routing & Trunking System (ARTS) and all routing, including response, is established based on the information contained in the Translation Work Instructions (TWINs) document.

Exclusions

- Activation requests where the CLEC's interconnection arrangements and facilities are not in place by the LERG effective date
- Expedite requests

Business Rules

Data for the initial NXX(s) and LRN(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXX(s) in the local calling area will be based on the LERG effective date. The LERG effective date is loaded into the system at the request of the CLEC. It is contingent upon the CLEC to engineer, order, and install interconnection arrangements and facilities prior to that date.

The total Count of NXX(s) and LRN(s) that were scheduled to be loaded and those that were loaded by the LERG effective date in BellSouth switches will be captured in the Work Force Administration -Dispatch In database.

Calculation

Percent NXXs/LRNs Loaded and Tested Prior to the LERG Effective Date = $(a / b) \times 100$

- a = Count of NXXs and LRNs loaded by the LERG effective date
- b = Total NXXs and LRNs scheduled to be loaded by the LERG effective date

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth (Not Applicable)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Company Name• Company Code• NPA/NXX• LERG Effective Date• Loaded Date	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">Geographic Scope- Region	<ul style="list-style-type: none">100% by LERG Effective Date

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">Not Applicable	<ul style="list-style-type: none">Not Applicable

Section 8: E911

E-1: Timeliness

Definition

Measures the percent of batch orders for E911 database updates (to CLEC resale and BellSouth retail records) processed successfully within a 24-hour period.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing batch orders extracted from the BellSouth Service Order Control System (SOCS). Processing stops when SCC loads the individual records to the E911 database. The E911 database includes updates to the Automatic Location Identification (ALI) database. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

$$\text{E911 Timeliness} = (a / b) \times 100$$

- a = Number of batch orders processed within 24 hours
- b = Total number of batch orders submitted

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

E-1: Timeliness

E-2: Accuracy

Definition

Measures the percent of E911 telephone number (TN) record updates (to CLEC resale and BellSouth retail records) processed successfully for E911 (including the Automatic Location Identification (ALI) database).

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing telephone number (TN) records extracted from BellSouth's Service Order Control System (SOCS). The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

$$\text{E911 Accuracy} = (a / b) \times 100$$

- a = Number of record individual updates processed with no errors
- b = Total number of individual record updates

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

E-3: Mean Interval

Definition

Measures the mean interval processing of E911 batch orders (to update CLEC resale and BellSouth retail records) including processing against the Automatic Location Identification (ALI) database.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Interval = (a - b)

- a = Date and time of batch order completion
- b = Date and time of batch order submission

E911 Mean Interval = (c / d)

- c = Sum of all E911 Intervals
- d = Number of batch orders completed

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 9: Trunk Group Performance

TGP-1: Trunk Group Performance-Aggregate

Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Trunk groups blocked due to unanticipated significant increases in CLEC traffic
- Final groups actually overflowing, not blocked

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

Calculation
Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

- CLEC Aggregate
- BellSouth Aggregate
 - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly Blocking Per Trunk Group • Hourly Usage Per Trunk Group • Hourly Call Attempts Per Trunk Group 	<ul style="list-style-type: none"> • Report Month • Total Trunk Groups • Aggregate Hourly Blocking Per Trunk Group • Hourly Usage Per Trunk Group • Hourly Call Attempts Per Trunk Group

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • CLEC aggregate • BellSouth aggregate 	<ul style="list-style-type: none"> • Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• CLEC Aggregate• BellSouth Aggregate	<ul style="list-style-type: none">• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1,3,4,5,10,16 for CLECs and 9 for BellSouth

TGP-1: Trunk Group Performance-Aggregate

TGP-2: Trunk Group Performance-CLEC Specific

Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Trunk groups blocked due to unanticipated significant increases in CLEC traffic
- Final groups actually overflowing, not blocked

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

- This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

Calculation

Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.

- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

- CLEC Specific
 - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly Blocking Per Trunk Group • Hourly Usage Per Trunk Group • Hourly Call Attempts Per Trunk Group 	<ul style="list-style-type: none"> • Report Month • Total Trunk Groups • Aggregate Hourly Blocking Per Trunk Group • Hourly Usage Per Trunk Group • Hourly Call Attempts Per Trunk Group

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • CLEC Trunk Group 	<ul style="list-style-type: none"> • Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • CLEC Trunk Group • BellSouth Trunk Group 	<ul style="list-style-type: none"> • Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

Section 10: Collocation

C-1: Collocation Average Response Time

Definition

Measures the average time (counted in calendar days) from the receipt of a complete and accurate collocation application (including receipt of application fee if required) to the date BellSouth returns a response electronically or in writing. Within 10 calendar days after having received a bona fide application for physical collocation, BellSouth must respond as to whether space is available or not.

Exclusions

Any application canceled by the CLEC.

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate collocation application accompanied by the appropriate application fee if required. The clock stops on the date that BellSouth returns a response. The clock will restart upon receipt of changes to the original application request.

Calculation

Response Time = (a - b)

- a = Request Response Date
- b = Request Submission Date

Average Response Time = (c / d)

- c = Sum of all Response Times
- d = Count of Responses Returned within Reporting Period

Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

Data Retained

- Report Period
- Aggregate Data

SQM Disaggregation - Analog/Benchmark

Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• State• Virtual-Initial• Virtual-Augment• Physical Caged-Initial• Physical Caged-Augment• Physical-Cageless-Initial• Physical Cageless-Augment	<ul style="list-style-type: none">• Virtual - 20 Calendar Days• Physical Caged - 30 Calendar Days• Physical Cageless - 30 Calendar Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

C-2: Collocation Average Arrangement Time

Definition

Measures the average time (counted in calendar days) from receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee if required) to the date BellSouth completes the collocation arrangement and notifies the CLEC.

Exclusions

- Any Bona Fide firm order canceled by the CLEC
- Any Bona Fide firm order with a CLEC-negotiated interval longer than the benchmark interval

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate Bone Fide firm order accompanied by the appropriate fee. The clock stops on the date that BellSouth completes the collocation arrangement and notifies the CLEC.

Calculation

Arrangement Time = (a - b)

- a = Date Collocation Arrangement is Complete
- b = Date Order for Collocation Arrangement Submitted

Average Arrangement Time = (c / d)

- c = Sum of all Arrangement Times
- d = Total Number of Collocation Arrangements Completed during Reporting Period

Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

Data Retained

- Report Period
- Aggregate Data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical Cageless-Initial • Physical Cageless-Augment 	<ul style="list-style-type: none"> • Virtual - 50 Calendar Days (Ordinary) • Virtual - 75 Calendar Days (Extraordinary) • Physical Caged - 90 Calendar Days • Physical Cageless - 60 Calendar Days (Ordinary) • Physical Cageless - 90 Calendar Days (Extraordinary)

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

C-2: Collocation Average Arrangement Time

C-3: Collocation Percent of Due Dates Missed

Definition

Measures the percent of missed due dates for both virtual and physical collocation arrangements.

Exclusions

Any Bona Fide firm order canceled by the CLEC.

Business Rules

Percent Due Dates Missed is the percent of total collocation arrangements which BellSouth is unable to complete by end of the BellSouth committed due date. The clock starts on the date that BellSouth receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee if required. The arrangement is considered a missed due date if it is not completed on or before the committed due date.

Calculation

% of Due Dates Missed = (a / b) X 100

- a = Number of Completed Orders that were not completed within BellSouth Committed Due Date during Reporting Period
- b = Number of Orders Completed in Reporting Period

Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

Data Retained

- Report Period
- Aggregate Data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• State• Virtual-Initial• Virtual-Augment• Physical Caged-Initial• Physical Caged-Augment• Physical Cageless-Initial• Physical Cageless-Augment	<ul style="list-style-type: none">• >= 95% on time

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• All Collocation Arrangements	<ul style="list-style-type: none">• >= 95% on time

Section 11: Change Management

CM-1: Timeliness of Change Management Notices

Definition

Measures whether CLECs receive required software release notices on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system software vendor changes. For example: a patch to fix a software problem.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process (CCP)

Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

Calculation

Timeliness of Change Management Notices = $(a / b) \times 100$

- a = Total number of Change Management Notifications Sent Within Required Timeframes
- b = Total Number of Change Management Notifications Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• 95% >= 30 Days of Release

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 95% >= 30 Days of Release

CM-2: Change Management Notice Average Delay Days

Definition

Measures the average delay days for change management system release notices sent outside the time frame set forth in the Change Control Process.

Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system software vendor changes. For example: a patch to fix a software problem
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification due date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

Calculation

Change Management Notice Delay Days = (a - b)

- a = Date Notice Sent
- b = Date Notice Due

Change Management Notice Average Delay Days = (c / d)

- c = Sum of all Change Management Notice Delay Days
- d = Total Number of Notices Sent Late

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• <= 8 Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-3: Timeliness of Documents Associated with Change

Definition

Measures whether CLECs received requirements or business rule documentation on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside BellSouth control, such as changes due to Regulatory mandate or CLEC request
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and timeframes set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

Calculation

Timeliness of Documents Associated with Change = $(a / b) \times 100$

- a = Change Management Documentation Sent Within Required Timeframes after Notices
- b = Total Number of Change Management Documentation Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Region	<ul style="list-style-type: none">• 95% \geq 30 days if new features coding is required• 95% \geq 5 days for documentation defects, corrections or clarifications

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">Region	<ul style="list-style-type: none">95% \geq 30 days of the change

CM-3: Timeliness of Documents Associated with Change

CM-4: Change Management Documentation Average Delay Days

Definition

Measures the average delay days for requirements or business rule documentation sent outside the time frames set forth in the Change Control Process.

Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside BellSouth control, such as changes due to Regulatory mandate or CLEC request
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

Calculation

Change Management Documentation Delay Days = (a - b)

- a = Date Documentation Provided
- b = Date Documentation Due

Change Management Documentation Average Delay Days = (c / d)

- c = Sum of all CM Documentation Delay Days
- d = Total Change Management Documents Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• <= 8 Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-5: Notification of CLEC Interface Outages

Definition

Measures the time it takes BellSouth to notify the CLEC of an outage of an interface.

Exclusions

None

Business Rules

This measure is designed to notify the CLEC of interface outages within 15 minutes of BellSouth's verification that an outage has taken place. This metric will be expressed as a percentage.

Calculation

Notification of CLEC Interface Outages = $(a / b) \times 100$

- a = Number of Interface Outages where CLECS are notified within 15 minutes
- b = Total Number of Interface Outages

Report Structure

- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Number of Interface Outages • Number of Notifications <= 15 minutes 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • By interface type for all interfaces accessed by CLECs 	<ul style="list-style-type: none"> • 97% in 15 Minutes

Interface	Applicable to
EDI	CLEC
CSOTS	CLEC
LENS	CLEC
TAG	CLEC
ECTA	CLEC
TAFI	CLEC/BellSouth

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 12: Bona Fide / New Business Request Process

BFR-1: Percentage of BFR/NBR Requests Processed Within 30 Business Days

Definition

Percentage of Bona Fide/New Business Requests processed within 30 business days for the development and purchases of network elements not currently offered.

Exclusions

- Any application cancelled by the CLEC

Business Rules

The clock starts when BellSouth receives a complete and accurate application. The clock stops when BellSouth completes application processing for Network Elements that are not operational at the time of the request.

Calculation

Percentage of BFR/NBR Requests Processed Within 30 Business Days = $(a / b) \times 100$

- a = Count of number of requests processed within 30 days
- b = Total number of requests

Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

Data Retained

- Report Period
- Aggregate Data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• 90% <= 30 business days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

BFR-1: Percentage of BFR/NBR Requests Processed Within 30 Business Days

BFR-2: Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days

Definition

Percentage of quotes provided in response to Bona Fide/New Business Requests within X (10/30/60) business days for network elements not currently offered.

Exclusions

- Requests that are subject to pending arbitration

Business Rules

The clock starts when BellSouth receives a complete and accurate application. The clock stops when BellSouth responds back to the application with a price quote.

Calculation

Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days = $(a / b) \times 100$

- a = Count of number of requests processed within "X" days
- b = Total number of requests
where "X" = 10, 30, or 60 days

Report Structure

- New Network Elements that are operational at the time of the request
- New Network Elements that are ordered by the FCC
- New Network Elements that are not operational at the time of the request

Data Retained

- Report Period
- Aggregate Data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Region 	<ul style="list-style-type: none"> • 90% <= 10/30/60 business days <ul style="list-style-type: none"> - Network Elements that are operational at the time of the request – 10 days - Network Elements that are Ordered by the FCC – 30 days - New Network Elements – 90 days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

BFR-2: Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

BFR-2: Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days

Appendix A: Reporting Scope

A-1: Standard Service Groupings

See individual reports in the body of the SQM.

A-2: Standard Service Order Activities

These are the generic BellSouth/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.

Service Order Activity Types

- Service Migrations Without Changes
- Service Migrations With Changes
- Move and Change Activities
- Service Disconnects (Unless noted otherwise)
- New Service Installations

Pre-Ordering Query Types

- Address
- Telephone Number
- Appointment Scheduling
- Customer Service Record
- Feature Availability
- Service Inquiry

Maintenance Query Types:

TAFI - TAFI queries the systems below

- CRIS
- March
- Predictor
- LMOS
 - DLR
 - DLETH
 - LMOSupd
- LNP
- NIW
- OSPCM
- SOCS

Report Levels

- CLEC RESH
- CLEC State
- CLEC Region
- Aggregate CLEC State

- Aggregate CLEC Region
- BellSouth State
- BellSouth Region

Appendix B: Glossary of Acronyms and Terms

Symbols used in calculations

Σ A mathematical symbol representing the sum of a series of values following the symbol.

- A mathematical operator representing subtraction.

+ A mathematical operator representing addition.

/ A mathematical operator representing division.

< A mathematical symbol that indicates the metric on the left of the symbol is less than the metric on the right.

<= A mathematical symbol that indicates the metric on the left of the symbol is less than or equal to the metric on the right.

> A mathematical symbol that indicates the metric on the left of the symbol is greater than the metric on the right.

>= A mathematical symbol that indicates the metric on the left of the symbol is greater than or equal to the metric on the right.

() Parentheses, used to group mathematical operations which are completed before operations outside the parentheses.

A

ACD: Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.

Aggregate: Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.

ALEC: Alternative Local Exchange Company = FL CLEC

ADSL: Asymmetrical Digital Subscriber Line

ASR: Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.

ATLAS: Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.

ATLASTN: ATLAS software contract for Telephone Number.

Auto Clarification: The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.

B

BFR: Bona Fide Request

BILLING: The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.

BOCRIS: Business Office Customer Record Information System (Front-end to the CRIS database.)

BRI: Basic Rate ISDN

BRC: Business Repair Center – The BellSouth Business Systems trouble receipt center which serves business and CLEC customers.

BellSouth: BellSouth Telecommunications, Inc.

C

CABS: Carrier Access Billing System

CCC: Coordinated Customer Conversions

CCP: Change Control Process

Centrex: A business telephone service, offered by local exchange carriers, which is similar to a Private Branch Exchange (PBX) but the switching equipment is located in the telephone company Central Office (CO).

CKTID: A unique identifier for elements combined in a service configuration

CLEC: Competitive Local Exchange Carrier

CLP: Competitive Local Provider = NC CLEC

CM: Change Management

CMDS: Centralized Message Distribution System - Telcordia administered national system used to transfer specially formatted messages among companies.

COFFI: Central Office Feature File Interface - Provides information about USOCs and class of service. COFFI is a part of DOE/SONGS. It indicates all services available to a customer.

COG: Corporate Gateway - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

CRIS: Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.

CRSACCTS: CRIS software contract for CSR information

CRSG: Complex Resale Support Group

C-SOTS: CLEC Service Order Tracking System

CSR: Customer Service Record

CTTG: Common Transport Trunk Group - Final trunk groups between BellSouth & Independent end offices and the BellSouth access tandems.

CWINS Center: Customer Wholesale Interconnection Network Services Center (formerly the UNE Center).

D

DA: Directory Assistance

Design: Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities.

Disposition & Cause: Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.

DLETH: Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS.

DLR: Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.

DS-0: The worldwide standard speed for one digital voice signal (64000 bps).

DS-1: 24 DS-0s (1.544Mb/sec., i.e. carrier systems)

DOE: Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.

DOM: Delivery Order Manager - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

DSAP: DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and Unbundled Network Elements.

DSAPDDI: DSAP software contract for schedule information.

DSL: Digital Subscriber Line

DUI: Database Update Information

E

E911: Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.

EDI: Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra-company business documents in a public standard format.

ESSX: BellSouth Centrex Service

F

Fatal Reject: LSRs electronically rejected from LEO, which checks to see if the LSR has all the required fields correctly populated.

Flow-Through: In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BellSouth OSS without manual or human intervention.

FOC: Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

FX: Foreign Exchange

G H

HAL: “Hands Off” Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.

HALCRIS: HAL software contract for CSR information

HDSL: High Density Subscriber Loop/Line

I J K

ILEC: Incumbent Local Exchange Company

INP: Interim Number Portability

ISDN: Integrated Services Digital Network

IPC: Interconnection Purchasing Center

L

LAN: Local Area Network

LAUTO: The automatic processor in the LNP Gateway that validates LSRs and issues service orders.

LCSC: Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Pre-ordering transactions along with associated expedite requests and escalations.

Legacy System: Term used to refer to BellSouth Operations Support Systems (see OSS)

LENS: Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.

LEO: Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.

LERG: Local Exchange Routing Guide

LESOG: Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.

LFACS: Loop Facilities Assessment and Control System

LIDB: Line Information Database

LISC: Local Interconnection Service Center - The center that issues trunk orders.

LMOS: Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.

LMOS HOST: LMOS host computer

LMOSupd: LMOS updates

LMU: Loop Make-up

LMUS: Loop Make-up Service Inquiry

LNP: Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.

Loops: Transmission paths from the central office to the customer premises.

LRN: Location Routing Number

LSR: Local Service Request – A request for local resale service or unbundled network elements from a CLEC.

M

Maintenance & Repair: The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.

MARCH: BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

N

NBR: New Business Request

NC: “No Circuits” - All circuits busy announcement.

NIW: Network Information Warehouse

NMLI: Native Mode LAN Interconnection

NPA: Numbering Plan Area

NXX: The “exchange” portion of a telephone number.

O

OASIS: Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.

OASISBSN: OASIS software contract for feature/service

OASISCAR: OASIS software contract for feature/service

OASISLPC: OASIS software contract for feature/service

OASISMTN: OASIS software contract for feature/service

OASISNET: OASIS software contract for feature/service

OASISOCP: OASIS software contract for feature/service

ORDERING: The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.

OSPCM: Outside Plant Contract Management System - Provides Scheduling Information.

OSS: Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.

Out Of Service: Customer has no dial tone and cannot call out.

P

PMAP: Performance Measurement Analysis Platform

PMQAP: Performance Measurement Quality Assurance Plan

PON: Purchase Order Number

POTS: Plain Old Telephone Service

PREDICTOR: The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.

Preordering: The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.

PRI: Primary Rate ISDN

Provisioning: The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.

PSIMS: Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.

PSIMSORB: PSIMS software contract for feature/service.

Q R

RNS: Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.

ROS: Regional Ordering System

RRC: Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.

RSAG: Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.

RSAGADDR: RSAG software contract for address search.

RSAGTN: RSAG software contract for telephone number search.

S

SAC: Service Advocacy Center

SEEM: Self Effectuating Enforcement Mechanism

SOCS: Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.

SOG: Service Order Generator - Telcordia product designed to generate a service order for xDSL.

SOIR: Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911

SONGS: Service Order Negotiation and Generation System.

T

TAFI: Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.

TAG: Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.

TN: Telephone Number

Total Manual Fallout: The number of LSRs which are entered electronically but require manual entering into a service order generator.

U V

UNE: Unbundled Network Element

UCL: Unbundled Copper Link

USOC: Universal Service Order Code

W X Y Z

WATS: Wide Area Telephone Service

WFA: Work Force Administration

WMC: Work Management Center

WTN: Working Telephone Number.

Appendix C: BellSouth Audit Policy

BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) each of the next five (5) years (2001-2005) to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. The cost shall be borne 50% by BellSouth and 50% by the CLEC or CLECs.
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLEC(s) shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and <<customer_name>>, a _____ corporation, and shall be deemed effective as of the date of the last signature of both Parties (“Effective Date”). This Agreement may refer to either BellSouth or <<customer_name>> or both as a “Party” or “Parties.”

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the state of Tennessee; and

WHEREAS, <<customer_name>> is or seeks to become a CLEC authorized to provide telecommunications services in the state of Tennessee; and

WHEREAS, <<customer_name>> wishes to resell BellSouth’s telecommunications services and purchase network elements and other services, and the Parties wish to interconnect their facilities and exchange traffic pursuant to sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and <<customer_name>> agree as follows:

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

Authority or TRA is defined as the Tennessee Regulatory Authority .

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's incumbent area.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (“Act”) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1. CLEC Certification

- 1.1 The certificate numbers for <<customer_name>> for Tennessee is:

Tennessee _____

2. Term of the Agreement

- 2.1 The term of this Agreement shall be two years, beginning on the Effective Date and shall apply to the BellSouth incumbent territory in Tennessee.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (“Subsequent Agreement”). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties’ rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the TRA to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the TRA does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without TRA intervention, the terms, conditions and prices ultimately ordered by the TRA, or negotiated by the Parties, shall be effective as of the date of execution of this agreement.
- 2.3.1 Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance

with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to <<customer_name>> pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date of execution.

- 2.3.2 Notwithstanding Section 2.3 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.2 above, and (2) <<customer_name>> either is not certified as a CLEC in Tennessee or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

3. Operational Support Systems

- 3.1 <<customer_name>> shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachments 2, 3 and 5, as applicable.

4. Parity

- 4.1 When <<customer_name>> purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to <<customer_name>> shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of <<customer_name>> shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's end users and service quality as perceived by <<customer_name>>.

5. White Pages Listings

- 5.1 BellSouth shall provide <<customer_name>> and their customers access to white pages directory listings under the following terms:

- 5.2 Listings. <<customer_name>> shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include <<customer_name>> residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between <<customer_name>> and BellSouth subscribers.
- 5.2.1 Rates. So long as <<customer_name>> provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to <<customer_name>> one (1) primary White Pages listing per <<customer_name>> subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.
- 5.3 Procedures for Submitting <<customer_name>> Subscriber Information are found in The BellSouth Business Rules for Local Ordering, incorporated herein by this reference.
- 5.3.1 Notwithstanding any provision(s) to the contrary, <<customer_name>> shall provide to BellSouth, and BellSouth shall accept, <<customer_name>>'s Subscriber Listing Information (SLI) relating to <<customer_name>>'s customers in the geographic area(s) covered by this Interconnection Agreement. <<customer_name>> authorizes BellSouth to release all such <<customer_name>> SLI provided to BellSouth by <<customer_name>> to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such <<customer_name>> SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain TRA approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the TRA has approved modifications to such tariff.
- 5.3.2 No compensation shall be paid to <<customer_name>> for BellSouth's receipt of <<customer_name>> SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of <<customer_name>>'s SLI, or costs on an ongoing basis to administer the release of <<customer_name>> SLI, <<customer_name>> shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 5.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by <<customer_name>> under this Agreement. <<customer_name>> shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys'

fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate <<customer_name>> listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to <<customer_name>> any complaints received by BellSouth relating to the accuracy or quality of <<customer_name>> listings.

5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

5.4 Unlisted/Non-Published Subscribers. <<customer_name>> will be required to provide to BellSouth the names, addresses and telephone numbers of all <<customer_name>> customers that wish to be omitted from directories.

5.5 Inclusion of <<customer_name>> Customers in Directory Assistance Database. BellSouth will include and maintain <<customer_name>> subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and <<customer_name>> shall provide such Directory Assistance listings at no recurring charge. BellSouth and <<customer_name>> will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.

5.6 Listing Information Confidentiality. BellSouth will accord <<customer_name>>'s directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to <<customer_name>>'s customer proprietary confidential directory information to those BellSouth employees or agents who are involved in the preparation of listings or directories.

5.7 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.8 Directories. BellSouth or its agent shall make available White Pages directories to <<customer_name>> subscribers at no charge or as specified in a separate BAPCO agreement.

6. Bona Fide Request/New Business Request Process for Further Unbundling

6.1 BellSouth shall, upon request of <<customer_name>>, provide to <<customer_name>> access to its network elements at any technically feasible point for the provision of <<customer_name>>'s telecommunications service where such access is necessary and failure to provide access would impair the ability of <<customer_name>> to provide services that it seeks to offer. Any request by <<customer_name>> for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request (BFR/NBR), and shall be submitted to BellSouth pursuant to the BFR/NBR process as described in Attachment 12 to this Agreement.

- 6.2 <<customer_name>> shall submit any BFR/NBR in writing to <<customer_name>>'s Account Manager. The BFR/NBR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The BFR/NBR also shall include <<customer_name>>'s designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

7. Court Ordered Requests for Call Detail Records and Other Subscriber Information

- 7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for <<customer_name>>, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to <<customer_name>> end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for <<customer_name>> end users for the same length of time it maintains such information for its own end users.
- 7.2 Subpoenas Directed to <<customer_name>>. Where BellSouth is providing to <<customer_name>> telecommunications services for resale or providing to <<customer_name>> the local switching function, then <<customer_name>> agrees that in those cases where <<customer_name>> receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to <<customer_name>> end users, and where <<customer_name>> does not have the requested information, <<customer_name>> will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.
- 7.3 In all other instances, where either Party receives a request for information involving the other Party's end user, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

8. Liability and Indemnification

- 8.1 <<customer_name>> Liability. In the event that <<customer_name>> consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of <<customer_name>> under this Agreement.
- 8.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to <<customer_name>> for any act or omission of another telecommunications company providing services to <<customer_name>>.
- 8.3 Limitation of Liability

- 8.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 8.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third Party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 8.3.3 Neither BellSouth nor <<customer_name>> shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 8.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

8.4 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

8.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

9. **Intellectual Property Rights and Indemnification**

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. <<customer_name>> is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. Notwithstanding the foregoing, <<customer_name>> may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement.

9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service

against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.

- 9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 10. Proprietary and Confidential Information**
- 10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and <<customer_name>>, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information

(collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

- 10.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.
- 10.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 10.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 10.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or the TRA , or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 10.5 Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 10.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.
- 10.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.
- 10.8 Assignments

- 10.9 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of <<customer_name>>, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. Resolution of Disputes

- 11.1 Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the TRA for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the TRA concerning this Agreement.

12. Taxes

- 12.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
- 12.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
- 12.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 12.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 12.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

- 12.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 12.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 12.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 12.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 12.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

- 12.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 12.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 12.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 12.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 12.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 12.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

- 12.5 **Mutual Cooperation.** In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

13. Force Majeure

- 13.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

14. Adoption of Agreements

- 14.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to <<customer_name>> any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such Agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.

15. Modification of Agreement

- 15.1 If <<customer_name>> changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of <<customer_name>> to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

- 15.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 15.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of <<customer_name>> or BellSouth to perform any material terms of this Agreement, <<customer_name>> or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.
- 15.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

16. Non-waiver of Legal Rights

- 16.1 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

17. Severability

- 17.1 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

18. Waivers

- 18.1 A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

19. Governing Law

This Agreement shall be governed by and construed in accordance with federal and Tennessee substantive telecommunications law, where applicable. In all other respects, this Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

20. Arm's Length Negotiations

- 20.1 This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

21. Notices

- 21.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

<<customer_name>>

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 21.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 21.3 Notwithstanding the foregoing, BellSouth may provide <<customer_name>> notice via Internet posting of price changes, changes to the terms and conditions of services available for resale per TRA Orders. BellSouth will also post changes

to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

22. Rule of Construction

- 22.1 No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

23. Headings of No Force or Effect

- 23.1 The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

24. Multiple Counterparts

- 24.1 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

25. Implementation of Agreement

- 25.1 If <<customer_name>> is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties may adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template that may be used for the implementation schedule is contained in Attachment 10 of this Agreement.

26. Filing of Agreement

- 26.1 Upon execution of this Agreement it shall be filed with the TRA pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the TRA imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, <<customer_name>> shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by <<customer_name>>. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the TRA unless and until such time as <<customer_name>> is duly certified as a local exchange carrier in Tennessee, except as otherwise required by the TRA. .

27. Compliance with Applicable Law

- 27.1 Each Party shall comply at its own expense with Applicable Law.

28. Necessary Approvals

- 28.1 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

29. Good Faith Performance

- 29.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

30. Nonexclusive Dealings

- 30.1 This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to <<customer_name>> as a requesting carrier under the Act).

31. Rate True-Up

- 31.1 This section applies to Local Interconnection and/or Unbundled Network Elements and Other Services rates that are interim or expressly subject to true-up under this Agreement.
- 31.2 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 31.3 The interim prices shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the TRA which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the TRA shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 11 of the General Terms and Conditions and Attachment 1 of this Agreement.

31.4 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the TRA to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 11 of the General Terms and Conditions and Attachment 1 of this Agreement, so long as they file the resulting Agreement with the TRA as a “negotiated Agreement” under Section 252(e) of the Act.

31.5 An effective order of the TRA that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the TRA and shall be binding upon BellSouth and CLEC-1 specifically or upon all carriers generally, such as a generic cost proceeding.

32. Survival

32.1 The Parties’ obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

33. Establishment of Service

If BellSouth is informed that an unauthorized change in local service to <<customer_name>> has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess <<customer_name>> as the CLEC initiating the alleged unauthorized change, the appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff. In accordance with FCC Slamming Liability Rules, the TRA will determine if an unauthorized change has occurred. Resolution of all relevant issues shall be handled directly with the authorized CLEC and <<customer_name>>.

34. Entire Agreement

34.1 This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

34.2 **This Agreement may include attachments with provisions for the following services:**

Network Elements and Other Services
Local Interconnection

Resale
Collocation

- 34.3 **The following services are included as options for purchase by <<customer_name>>. <<customer_name>> may elect to purchase said services by written request to its Account Manager if applicable:**

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)
LNP Data Base Query Service

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

<<customer_name>>

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____